

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Brian Melanephy, Clerk

Monica Madrigal Lopez, Member

Rose Gonzales, Member

Cynthia Salas, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Superintendent

Vacant

Assistant Superintendent,
Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent,
Educational Services

Scott Carroll, Ed.D.

Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING

Wednesday, April 2, 2025

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 Assistant 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

April 2, 2025

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:

Salas___ , Gonzales ___ , Madrigal Lopez ___ , Melanephy ___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Tyler Higa, Principal, Frank School, will introduce Sofia Ramirez, 6th grade student at Frank Academy, 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 Samantha Gonzalez, 8th grade student at Frank Academy, and in Spanish by Marisol Garcia, 7th grade student at Frank Academy.

A.4. Presentation by Frank Academy

Tyler Higa, Principal, Frank Academy, will provide a short presentation to the Board regarding Frank. 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:

Salas___ , Gonzales ___ , Madrigal Lopez ___ , Melanephy ___, Robles-Solis ___

A.6. Study Session - Pesticide Use Presentation (Hubbard/Lopez)

The Chief Information Officer and the Senior Manager, Maintenance & Operations, will present an overview of the pesticides listed on the Annual Parent Notification document and the district's current usage and procedures.

A.7. 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.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- OAH Case #2024110403
- 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
 - Director, Certificated Human Resources

A.9. Reconvene to Open Session (7:00 PM)

A.10. 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.11. Adoption and Presentation of Resolution #24-16 for National Library Week, April 6-12, 2025 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of School Performance and Student Outcomes that the Board of Trustees adopt Resolution #24-16 in recognition of April 6-12, 2025 as National Library Week.

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

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sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

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:

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

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

C.1. Decrease in Hours of Position (Carroll/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 decrease in hours of position, as presented.

C.2. Personnel Actions (Carroll/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 presented.

C.3. Acceptance of Gifts (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Ventura County Community Foundation, Fred C. Ferro Fund, in the amount of \$44,500.00, to be used for Soria students to attend sixth-grade science camp.

C.4. Acceptance of Gifts (DeGenna)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2025. Several individual classroom libraries also received a special book that was read to students on that day. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

C.5. Approval of Deductive Change Order #1 to Agreement #23-281 with BC Rincon Construction Inc. - Paving Rehab Project 2024 - Kamala, McAuliffe, and Sierra Linda Schools (Hubbard)

It is the recommendation of the Chief Information Officer that the Board of Trustees approve the Deductive Change Order #1 to Agreement #23-281 with BC Rincon Construction Inc., for the Paving Rehab Project 2024 - Kamala, McAuliffe, and Sierra Linda Schools, in the amount of (\$59,652.00), to be returned to the Deferred Maintenance Fund.

C.6. Approval of Allowance Allocation #1 from Amendment #002 for Construction Services

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

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 Avenue Elementary School Reconstruction Project (Hubbard/CFW)

It is the recommendation of the Chief Information officer, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Allocation #1 from Amendment #002 for Construction Service Agreement #17-158 with Balfour Beatty Contractors, LLC, for extension of the General Conditions and Lease Term and to cover increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$2,465,883.00, to be paid from Enhanced Master Construct Program Funds under the previously established project budget.

C.7. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)

It is the recommendation of Director of Fiscal Services that the Board of Trustees accept the Disclosure of Collective Bargaining Agreement form for CSEA, to reclassify the positions of Paraeducator II (Range 6), Paraeducator III (Range 7), and Instructional Assistant – SH (Range 7) to Paraeducator – Special Ed (Range 12), in the amount of \$329,951.00, to be paid from Special Education Funds.

C.8. Certification of Signatures (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

C.9. Approval of Disposal of Surplus Property (Núñez/Reyes)

It is the recommendation of the Director, Fiscal Services, and the Director, Purchasing, that the Board of Trustees declare the attached surplus property list obsolete and approve its disposal.

C.10. Purchase Order/Draft Payment Report #24-08 (Núñez/Reyes)

It is the recommendation of the Director of Fiscal Services and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-08, as submitted.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.11. Approval of Agreement #24-213 – Raymond West Intralogistics Solutions (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-213 with Raymond West Intralogistics Solutions, to provide design, permit, furnish, and install warehouse storage systems for the ELOP warehouse located at 3050 Camino Del Sol, Oxnard, April 3, 2025 through June 30, 2026, in the amount of \$20,500.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.12. Approval of Agreement #24-216 – Voler Strategic Advisors, Inc. (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #24-216 with Voler Strategic Advisors, Inc., to provide consulting services in the areas of communication strategy and support, crisis management and media relations, marketing to prospective students and families, bilingual district newsletter, video production, social media support, and media monitoring and reporting, April 3, 2025 through June 30, 2026, in the amount not to exceed \$8,500.00 per month, to be paid out of the General Fund.

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Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.13. Ratification of Agreement #24-214 – Acceleration Behavioral Therapies (Fox/Shea)

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #24-214 with Acceleration Behavioral Therapies, for providing applied behavior therapy and related services, including direct behavioral interventions, development, implementation, and supervision of these services for students in the Expanded Learning Opportunities Program and After School Programs, January 1, 2025 through June 30, 2026, in the amount of \$252,817.60, to be paid out of Expanded Learning Opportunities Program Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Salary Reallocation - Child Nutrition Worker and Child Nutrition Cafeteria Coordinator (Carroll/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 salary reallocation for the Child Nutrition Worker positions from Range 3 to Range 7 and for the Child Nutrition Cafeteria Coordinator positions from Range 11 to Range 16, in the amount of \$303,319.26, to be paid with Cafeteria Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas ___, Gonzales ___, Madrigal Lopez ___, Melanephy ___, Robles-Solis ___

D.2. Approval of New Classification for Child Nutrition Worker II (Cook) (Carroll/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 job Classification and salary range for Child Nutrition Worker II (Cook), in the amount of \$63,829.12, to be paid with Cafeteria Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas ___, Gonzales ___, Madrigal Lopez ___, Melanephy ___, Robles-Solis ___

D.3. Approval of Group Reclassification to Paraeducator Special Education (Carroll/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 group reclassifications of

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

Paraeducator II, Paraeducator III, and Instructional Assistant – Special Education (SH) to Paraeducator - Special Education (Range 12), in the amount of \$329,951.00, to be paid from Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Expanded Learning Opportunities Program Plan 2025-2028 (Fox/Shea)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approve the Expanded Learning Opportunities Program Plan 2025-2028, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.5. Approval of Construction Services Agreement #24-215 with Viola Inc. for Preconstruction Services at the Lopez Middle School Reconstruction Project (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with CFW, that the Board of Trustees approve Agreement #24-215 with Viola Inc., to provide Preconstruction Services for the Lopez Middle School Reconstruction Project, April 3, 2025 through June 30, 2027, in the amount of \$158,090.00, to be paid out of Master Construct and Implementation Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas ____, Gonzales ____, Madrigal Lopez ____, Melanephy ____, 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:

- February 5, 2025 Regular Board Meeting

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Salas ____, Gonzales ____, Madrigal Lopez ____, Melanephy ____, 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. First Reading – Revisions to 0410 BP Nondiscrimination in District Programs and Activities (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the revisions to 0410 BP Nondiscrimination in District Programs and Activities, as presented for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board meeting.

F.2. First Reading – Revisions to 4030 BP & AR Nondiscrimination in Employment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the revisions to 4030 BP & AR Nondiscrimination in Employment, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board Meeting.

F.3. First Reading – 4033 BP (New): Lactation Accommodation (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the new 4033 BP Lactation Accommodation, as presented for First Reading. The policy will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board Meeting.

F.4. Second Reading and Adoption - Revisions to 1312.3 BP and AR Uniform Complaint Procedures (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the Revisions to 1312.3 BP and AR Uniform Complaint Procedures, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.5. Second Reading and Adoption - Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of

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

Trustees adopt the Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas ____, Gonzales ____, Madrigal Lopez ____, Melanephy ____, 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:

ROLL CALL VOTE:

Salas ____, Gonzales ____, Madrigal Lopez ____, Melanephy ____, 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, March 28, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section A: Study Session

Study Session - Pesticide Use Presentation (Hubbard/Lopez)

The Chief Information Officer and the Senior Manager, Maintenance & Operations, will present an overview of the pesticides listed on the Annual Parent Notification document and the district's current usage and procedures.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - informational.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

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: April 02, 2025

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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- OAH Case #2024110403

- 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
 - Director, Certificated Human Resources

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

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: April 02, 2025

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. Aracely Fox

Date of Meeting: April 02, 2025

Agenda Section: Section A: Report

Adoption and Presentation of Resolution #24-16 for National Library Week, April 6-12, 2025 (Fox/Thomas)

National Library Week is sponsored by the American Library Association (ALA) and observed in libraries across the country in April. National Library Week is a time to highlight the essential role libraries, librarians, and library workers play in transforming lives and strengthening communities.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of School Performance and Student Outcomes that the Board of Trustees adopt Resolution #24-16 in recognition of April 6-12, 2025 as National Library Week.

ADDITIONAL MATERIALS:

Attached: [Resolution 24-16 National Library Week.pdf](#)



RESOLUTION NO. 24-16
Oxnard School District
Board of Trustees

NATIONAL LIBRARY WEEK
April 6-12, 2025

WHEREAS National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the United States which we will celebrate on April 6-12, 2025; and

WHEREAS the Oxnard School District Board of Trustees recognizes that libraries are accessible and inclusive and foster a sense of belonging and community; and

WHEREAS libraries strive to develop and maintain diverse programs and collections to ensure equity of access for all; and

WHEREAS libraries offer opportunities to explore new worlds through access to technology, multimedia content, and educational programs; and

WHEREAS in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities in person and virtually; and

WHEREAS libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District proclaims the week of April 6-12, 2025 as ***National Library Week***, and encourages staff and the community at large to celebrate the important contributions of school librarians.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation to the Library Staff of the Oxnard School District for their service to students, staff and the community.

Adopted this 2nd day of April, 2025

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: April 02, 2025

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: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Decrease in Hours of Positions (Carroll/Fuentes)

Decrease in Hours

A six hour and 30 minutes 183 days Instructional Assistant Severely Handicapped position 1672 to be decreased to a five hour and forty-five minute 183 days. This position will be established to update the Instructional Assistant Severely Handicapped position to the new job description of Paraeducator Special Education.

FISCAL IMPACT:

Savings for 1 Paraeducator Special Education position \$19,612.00 SPED funds (Decrease in Hours of position)

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 decrease in hours of position as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/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: [Classified Personnel Actions 04022025 \(2 Pages\)](#)

[Certificated Personnel Actions 04022025 \(1 Page\)](#)

New Hires

Ambriz, Janette R	Campus Assistant, Chavez School 5.75 hrs./180 days	03/04/2025
Avila Ramirez, Maria D	Paraeducator – General Education, Rose Ave. School 4 hrs./183 days	03/12/2025
Berumen Garcia, Maria C	Paraeducator – Special Education, San Miguel School 5.75 hrs./183 days	03/12/2025
Cho, Jacqueline A	Office Assistant II, Soria/Kamala Schools 8 hrs./203 days	03/21/2025
Flores, Miguel I	Child Nutrition Worker, Child Nutrition Services - Itinerant 5 hrs./185 days	03/05/2025
Garcia, Jazmine R	Paraeducator – Special Education, Pupil Services - Itinerant 5.75 hrs./183 days	03/11/2025
Hernandez, Enrique De Jesus	Paraeducator – Special Education, Pupil Services- Itinerant 5.75 hrs./183 days	03/10/2025
Herrera, Rae L	Office Assistant II, Lopez School 8 hrs./203 days	03/21/2025
Mancilla, Marilu	Paraeducator – Special Education, Lopez Academy 5.75 hrs./183 days	03/12/2025
Morales, Fabiola C	Office Assistant II, Drifill School 8 hrs./203 days	03/21/2025
Ortiz, Jocelyne	Paraeducator – Special Education, Pupil Services- Itinerant 5.75 hrs./183 days	03/10/2025
Peña, Yvette	Office Assistant II, Sierra Linda/Ramona Schools 8 hrs./203 days	03/21/2025
Ramos, Carmen L	Paraeducator – Special Education, Soria School 5.75 hrs./183 days	03/17/2025
Robles, Nathalie	Paraeducator – Special Education, McAuliffe School 5.75 hrs./183 days	03/10/2025
Rodriguez, Lupe	Child Nutrition Worker, Child Nutrition Services - Itinerant 5.5 hrs./185 days	03/10/2025
Saucedo, Coraima A	Adaptive Technology Specialist, Marshall School 8 hrs./183 days	03/24/2025
Sosa-Martinez, MiriamAbigail L	Paraeducator – Special Education, Pupil Services- Itinerant 5.75 hrs./183 days	03/17/2025

Limited Term/Substitutes

Alfaro, Giselle M	Paraeducator (Substitute)	03/13/2025
Anico, Andrew R	Clerical (Substitute)	02/25/2025
Avila, Avril	Child Nutrition Worker (Substitute)	02/25/2025
Avila Ramirez, Maria D	Paraeducator (Substitute)	02/26/2025
Bello, Cristobal M	Paraeducator (Substitute)	03/05/2025
Duncan, Jasmine C	Clerical (Substitute)	02/25/2025
Garcia, Jazmine R	Paraeducator (Substitute)	03/10/2025
Garcia Benner, Alysha G	Clerical (Substitute)	03/11/2025
Gil-Toraya, Noemi	Clerical (Substitute)	02/25/2025
Hebert, Adam D	Child Nutrition Worker (Substitute)	02/25/2025
Hernandez, Enrique D	Paraeducator (Substitute)	03/06/2025
Leal, Alicia	Clerical (Substitute)	02/25/2025
Mancilla, Marilu	Paraeducator (Substitute)	02/28/2025
Marrufo, Claudia	Child Nutrition Worker (Substitute)	02/25/2025

Limited Term/Substitutes (cont.)

Ortiz, Jocelyne	Paraeducator (Substitute)	03/06/2025
Ramirez, Esther N	Clerical (Substitute)	02/25/2025
Ramos, Carmen L	Paraeducator (Substitute)	03/05/2025
Robles, Flor R	Clerical (Substitute)	02/25/2025
Serratos Jr, Adrian H	Clerical (Substitute)	02/27/2025
Solano Martinez, Juana	Clerical (Substitute)	02/25/2025
Sosa-Martinez, MiriamAbigail L	Paraeducator (Substitute)	03/06/2025
Torres Gonzalez, Jesus A	Transportation Driver (Substitute)	01/15/2025
Uriarte Perez, Melissa S	Paraeducator (Substitute)	03/13/2025
Vega, Blanca F	Paraeducator (Substitute)	03/06/2025
Vitela De Aguilera, Maria	Child Nutrition Worker (Substitute)	02/25/2025

Transfers

Garcia, Sergio	Lead Custodian, Brekke School 8 hrs./245 days	03/17/2025
Martinez De Moreno, Ma De Jesus	Child Nutrition Worker, Child Nutrition Services - Itinerant 5.5 hrs./185 days	03/10/2025

Resignations

Gutierrez, Juan C	Technology Services Technician, Information Services 8 hrs./221 days	03/14/2025
Montano, Sergio	Transportation Driver, Transportation 8 hrs./183 days	03/10/2025
Romero, Alexiz A	Paraeducator – Special Education, Lopez Academy 5.75 hrs./183 days	03/05/2025

Retirement

Chavez, Efren	Facilities Materials Specialist, Maintenance 8 hrs./245 days	03/05/2025
Cuevas, Sergio	Custodian, Kamala School 8 hrs./245 days	06/30/2025

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

Abarca, Celeste	Substitute Teacher	2024/2025 School Year
Arevalo, Ana	Substitute Teacher	2024/2025 School Year
Castro, Lesly	Substitute Teacher	2024/2025 School Year
Glavin, Johnny Lee	Substitute Teacher	2024/2025 School Year
Gonzalez, Guillermo	Substitute Teacher	2024/2025 School Year
Gouttamukkal, Kiran	Substitute Teacher	2024/2025 School Year
Kalaj, Sama	Substitute Teacher	2024/2025 School Year
Kaur, Rajwant	Substitute Teacher	2024/2025 School Year
McGee, Theresa	Substitute Teacher	2024/2025 School Year
Palomares, Alexis	Substitute Teacher	2024/2025 School Year
Sanchez, Lucia	Substitute Teacher	2024/2025 School Year
Trujillo, Briana	Substitute Teacher	2024/2025 School Year
Valdez, Almendra Lesly	Substitute Teacher	2024/2025 School Year

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

Oxnard School District has received a donation of \$44,500.00 from the Ventura County Community Foundation, Fred C. Ferro Fund. The donated funds will be used for for Soria students to attend sixth-grade science camp.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Fred C. Ferro Fund, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter \(2 pages\)](#)



OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, California 93030 • 805/385-1501
www.oxnardsd.org



Juan Lagunas Soria School
3101 Dunkirk Drive, Oxnard, CA 93035
(805) 385-1584 Fax: (805) 815-4216



December 20, 2024

Ventura County Community Foundation

4001 Mission Oaks Blvd, Suite A
Camarillo, CA 93012

Dear Ventura County Community Foundation,

On behalf of Juan Lagunas Soria School, I would like to extend my heartfelt gratitude for your generous donation of \$44,500 from the Fred C. Ferro Fund. This extraordinary gift will enable our students to attend sixth-grade science camp, an invaluable educational experience that will leave a lasting impact on their learning and personal growth.

Science camp offers our students a unique opportunity to connect with the natural world, deepen their understanding of science, and develop critical teamwork and leadership skills. Your generosity ensures that all students will have the chance to explore, discover, and thrive in this enriching environment.

Once again, thank you for your incredible support. We are deeply appreciative of the Ventura County Community Foundation's dedication to advancing education and enriching the lives of young people. We look forward to sharing the stories and achievements of our students as they embark on this memorable journey.

With deepest gratitude,

Amanda Kemp, Principal
Juan Lagunas Soria School



10/22/2024

Amanda Kemp, Principal
Juan Lagunas Soria School
3101 Dunkirk Drive
Oxnard, CA 93035

Grant #: 25-DA-32999

Dear Ms. Kemp:

The Ventura County Community Foundation is pleased to forward Juan Lagunas Soria School the enclosed check in the amount of \$44,500.00, a distribution from the Fred C. Ferro Fund. This grant distribution is designated for the following purpose:

- In support of the Science Camp Fund

By endorsing, depositing, or cashing the check, you certify that the grant will be used to fulfill the charitable purpose as described above.

If you have any questions, please feel free to contact our Chief Compliance Officer, Tracy Tagawa at (805) 330-6617 or ttagawa@vccf.org. On behalf of the Ventura County Community Foundation, we wish you much continued success in your important work.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie Gilles". To the left of the signature is a blue checkmark.

Bonnie Gilles
Vice President & Chief Financial and Operating Officer

Enclosure: Check

Board of Directors Sean L. Leonard, Chair | Scott P. Hansen, Immediate Past Chair | Leah Lacayo, Secretary | Veronica Quintana, Treasurer
Meryl Chase | Geoff Dean | Jack Edelstein | Mike Januzik | Leslie Leavens | Dr. César Morales | Brando Pozzi | Catherine Sepulveda | Dr. Richard Yao | Venkat Yepuri
Vanessa Bechtel, President & CEO | Bonnie Gilles, Vice President & CFO

4001 Mission Oaks Blvd, Suite A | Camarillo, CA 93012 | Office: 805.988.0196 | www.vccf.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2025. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. They also believe that diverse literature not only helps students feel seen in the educational setting, but encourages dialogue, problem solving, collaboration, and global thinking, several of the traits embodied in the OSD Student Profile. The teachers of the Oxnard School District were delighted to spend approximately \$2,000.00 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter \(1 page\)](#)



2775 N. Ventura Road
Suite 108
Oxnard, CA 93036
(805) 981-6424
www.oxnardea.org
oxnardea@gmail.com

March 3, 2025

Dr. DeGenna, Superintendent
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Dear Dr. DeGenna,

During the month of March 2025, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2025. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. We also believe that diverse literature not only helps our students feel seen in the educational setting, but encourages dialogue, problem solving, collaboration, and global thinking, several of the traits embodied in the OSD Student Profile. The teachers of the Oxnard School District are delighted to have spent approximately \$2,000 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stacie", with a long, sweeping horizontal line extending to the right.

Stacie Thurman, President
Jesus Cahue, Vice President
Oxnard Educators Association

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Approval of Deductive Change Order #1 to Agreement #23-281 with BC Rincon Construction Inc. - Paving Rehab Project 2024 - Kamala, McAuliffe, and Sierra Linda Schools (Hubbard)

On April 17, 2024, the Board of Trustees approved the award of Formal Bid #23-08 and Agreement #23-281 for the 2024 Paving Rehabilitation Project at Kamala, McAuliffe, and Sierra Linda Schools to BC Rincon Construction Inc. Deductive Change Order #1, in the amount of (\$59,652.00), provides a credit to the District for the 8" HMA (Hot Mix Asphalt) and allowances that were not required.

FISCAL IMPACT:

(\$59,652.00) – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer that the Board of Trustees approve the Deductive Change Order #1 to Agreement #23-281 with BC Rincon Construction Inc.

ADDITIONAL MATERIALS:

Attached: [Deductive Change Order #1 \(2 Pages\)](#)

[Proposal \(1 Page\)](#)

[Agreement #23-281, BC Rincon Construction Inc. \(15 Pages\)](#)



CHANGE ORDER

Date: April 2, 2025

CHANGE ORDER NO. 1

PROJECT: Paving Rehab Project 2024 – Kamala,
McAuliffe, & Sierra Linda Schools
O.S.D. BID No. 23-08
O.S.D. Agreement No. 23-281

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: Sam Ho – Pavement
Engineering Inc.
26007 Huntington Ln. #5
Santa Clarita, CA 91355

CONTRACTOR: BC Rincon Construction, Inc.
67 E. La Loma Ave
Somis, CA 93066

Attn:

Architects Proj. No.:
D.S.A. File No.:
D.S.A. App. No.:

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 CONTRACT SUM.....\$893,727.65

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....\$0.00

ADJUSTED CONTRACT SUM.....\$893,727.65

NET CHANGE -\$(59,652.00)

Total Change Orders to Date:\$(59,652.00)

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.1.....\$834,075.65

Commencement Date: N/A

Original Completion Date: N/A

Original Contract Time: N/A

Time Extension for all Previous Change Orders: N/A

Time Extension for this Change Order: N/A

Adjusted Completion Date: N/A
 Percentage

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Deductive Change Order - Credit for 8" HMA and Allowances not needed.			(\$59,652.00)	
2.					
3.					
4.					
5.					
6.					
	Totals			(\$59,652.00)	

Total Change Order No.1 \$ (59,652.00)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE:



BC RINCON CONSTRUCTION, INC.

67 East La Loma Avenue Somis CA 93066

Phone: 805-981-0690 Fax: 805-485-4705

AR@BCRINCON.COM

CHANGE ORDER

JOB #: 24-173 **CCO#1**

DATE: 2/27/2025

TO: Oxnard School District

1051 S A Street

Oxnard, CA 93030

PROJECT: Bid #23-08 Kamala, McAuliffe, Sierra Linda

Oxnard, CA

DESCRIPTION: Deductive Change Order to reflect actual work completed

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Value of work not done.	1	LS	-\$59,652.00	\$ (59,652.00)

Total \$ (59,652.00)

Original Contract	\$893,727.65
Approved Change Orders	\$0.00
This Request	-\$59,652.00
Other Pending Request	\$0.00
Total Contract With This Change Order	<u>\$834,075.65</u>

Authorized Signature: _____


BC Rincon Construction

Date: _____

2-27-25

Authorized Signature: _____

Date: _____



SERVICES AGREEMENT

R24-05488

Requisition Number

23-281

Contract Number

P24-05103

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 17th day of April, 2024 by and between Oxnard School District (hereinafter referred to as "District") and BC Rincon Construction, Inc. (hereinafter referred to as "Provider.")

PROVIDER.

BC Rincon Construction, Inc.

Provider

87 East La Loma Ave.

Street Address

Somis, Ca 93066

City, State, Zip code

77-0527157

Tax Identification or Social Security Number

805-981-0690

Telephone Number

805-485-4705

Fax Number

bcrincon@bcrincon.com

E-mail Address

775327

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.

23-281

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 June 22, 2024, and terminate on August 11, 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

BC Rincon Construction, Inc.

Provider

Attn: Glen Carmichael

67 East La Loma Ave.

Street

Somis, Ca 93066

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.

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

- ☒ Hazardous and toxic substances,
- ☒ Hazardous waste,
- ☒ Universal waste,
- ☐ Medical waste,
- ☐ Biological waste,
- ☐ Sharps waste.

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

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

14. **INDEMNIFICATION.** 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:

	Each Occurrence	Aggregate
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 following: [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 4-26-24

Signature

Lisa A. Franz

Name

Director, Purchasing

Title

BC Rincon Construction, Inc.

Provider

Glen Carmichael

Signature

Glen Carmichael

Name

President

Title

23-281

Contract Number

Page 11 of 15

STATEMENT OF WORK

DESCRIPTION OF WORK:

PER ATTACHED BID #23-08 AND AGREEMENT #23-281

WORK SCHEDULE:

START DATE: JUNE 22, 2024

END DATE: AUGUST 11, 2024

23-281

Contract Number

Page 12 of 15

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ 893,727.65
Actual and Necessary Travel Expenses	\$ 0.00
Other Expenses	\$ 0.00
Total Amount not to Exceed	\$ 893,727.65
Deposit	\$ 0.00
Balance Due after Completion of Services	\$ 0.00

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

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: April 17, 2024

Provider: BC Rincon Construction, 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.

Glen Carmichael - President
Name/ Title of Authorized Representative
Glen Carmichael
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.

Glen Carmichael - President
Name/ Title of Authorized Representative
Glen Carmichael
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: 

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Allowance Allocation #1 from Amendment #002 for 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 Avenue Elementary School Reconstruction Project (Hubbard/CFW)

The Board established a Budget for the Rose Avenue Reconstruction Project of \$58.6 Million.

As a part of the Budget, the Board approved Amendment #2 for Agreement #17-158 on February 05, 2025 to establish an allowance under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extended the Site Lease and Sub Lease Agreements through the completion of the Phase 1 portion of the Project.

The Contractor is seeking approval of draws from Amendment #2 to fund the extension of the General Conditions and Lease Term as well as to cover increased costs associated with labor, material and equipment resulting from City required scope. The contract documents allow funds to be drawn from the accounts with District approval.

The allowance began with a fund balance of Seven Million Five Hundred Thousand and No Cents (\$7,500,000.00). This request totals Two Million Four Hundred Sixty-Five Thousand Eight Hundred Eighty – Three Dollars and Zero Cents (\$2,465,883.00) leaving a fund balance of Five Million Thirty-Four Thousand One Hundred Seventeen Dollars and Zero Cents (\$5,034,117.00).

FISCAL IMPACT:

\$2,465,883.00 - Enhanced Master Construct Program. There is no recommended increase to the Project Budget.

RECOMMENDATION:

It is the recommendation of the Chief Information officer, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Allocation #1 from Amendment #002 for Construction Service Agreement #17-158 with Balfour Beatty Contractors, LLC.

ADDITIONAL MATERIALS:

Attached: [Contractor Allowance Allocation #1 \(2 Pages\)](#)
[CE#358 General Conditions Extension \(3 Pages\)](#)
[CDR 192.5, CE 365 Burns Pacific \(Cost Increase\) \(9 Pages\)](#)
[CDR 193 R1, CE 365 Material Increase \(Premierwest\) \(28 Pages\)](#)
[CDR 194.1, CE 365 Phase I \(Summer, Labor increase\) \(29 Pages\)](#)

CDR 195.1, CE 365 Inland Bldg. (Added Curb Ramps) (17 Pages)

CDR 196 R1, CE 365 Inland Bldg (Recert. Fire Exting.) (6 Pages)



CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL

Date: 04/02/2025

Contractor Amendment #2 Allowance Approval NO. 1

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

Attn: Dennis Kuykendall

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

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 ALLOWANCE SUM PER AMENDMENT #2\$7,500,000.00

NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....\$ 0.00

ADJUSTED ALLOWANCE SUM\$ 7,500,000.00

NET CHANGE – ALLOCATION #1\$ 2,465,883.00

Total Allocations to Date:\$ 2,465,883.00

ADJUSTED ALLOWANCE SUM THROUGH NO #1\$ 5,034,117.00

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:629 Days

Adjusted Completion Date:September 30, 2025

D-1

Total Contractor Contingency Allocation Approval No. 1 \$2,465,883.00

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	ADR #9R4.1 – General Conditions and Lease Term Extension				\$2,202,785.00
2.	ADR #192.5 – Increase in labor and rental costs related to City Off-Site Approvals				\$25,746.00
3.	ADR #193 – Increase in material and rental costs related to City Off-Site Approvals				\$150,441.00
4.	ADR #194.1 – Increase in labor and rental costs related to City Off-Site Approvals				\$42,718.00
5.	ADR #195.1 – Added sidewalk curb cuts per City approved off-site plans				\$41,938.00
6.	ADR #196 – Re-certify fire extinguishers for fall 2025 occupancy				\$2,255.00
	Total				\$2,465,883.00

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2/25/2025
Permit Number:	DSA# 03-119284	Change Order No.:	9-R4.1
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	358
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:

COR -#09**R4.1** - CE # 358 Extended General Conditions for the Period between January 12, 2024 to **September 30, 2025 only = Total of 627 Days to complete offsite improvements and balance of Phase 1 scope of work only.** Ongoing Extended General Conditions **are** due to lack of offsite approvals necessary to complete the project. COR is prepared with assumption Offsite approvals and ability to proceed with related scope is provided not later than January 29, 2024.

This COR does not include **Phase 2 scope of work extension, subcontractor** costs associated with final offsite plan approvals **or balance of Phase 1 scope** and subcontractors extended costs due to ongoing delay, these costs will be submitted in a separate COR upon receipt of final Offsite Improvement plans.

General Conditions Cost submitted with GMP = \$232,000/MO
Current Reduced General Conditions = As noted on attached sheet

C. General Contractor's Cost			
Balfour Beatty General Conditions	January 2024 thru December 2024	See Attached	\$ 1,062,000.00
Balfour Beatty General Conditions	January 2025 thru September 2025	See Attached	\$ 796,500.00
Material (See attached supporting documentation.)		N/A	
Taxes at 9.5% of Material		N/A	
Labor (includes Fringe Benefits)		included above	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		N/A	
		Subtotal C: \$	1,858,500.00
D. General Contractor's Overhead and Profit*			
Overhead & Profit 10% of Subtotal C		\$ 185,850.00	
		Subtotal D: \$	185,850.00
E. Builders Risk Insurance	Renew/Extend Thru September 2025	Subtotal E: \$	113,498
F. Bond at 1%	1%	Subtotal F: \$	22,028
G. General Liability at 1.04%	1.04%	Subtotal G: \$	22,909
Grand Total = (A + B + C + D + E) \$			2,202,785

Project **PHASE 1 (only)** Substantial Completion Date extension from January 12, 2024 to September 30, 2025

627 Days

Dennis Kuykendall - Director - Balfour Beatty

2/25/2025

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST (COR)

Date: 2/25/2025
 Change Order No.: 009R4.1
 Change Event No.: 358
 Contract Number: P22-01685

Description	GC Cost Per Month - January 2024	GC Cost Per Month - February 2024	GC Cost Per Month - March 2024	GC Cost Per Month - April 2024	GC Cost Per Month - May 2024	GC Cost Per Month - June 2024	GC Cost Per Month - July 2024	GC Cost Per Month - August 2024	GC Cost Per Month - September 2024	GC Cost Per Month - October 2024	GC Cost Per Month - November 2024	GC Cost Per Month - December 2024
Executive Management (Includes burden, auto, fuel)	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500
Project Manager (Includes burden, auto, fuel)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Project Engineer (Includes burden, fuel)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Superintendent (Includes burden, auto, fuel)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Project Accountant (Includes burden)	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Computer Equip/Mobile Phones/Tablets	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
Temporary Fencing/Barricades	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Temporary Toilets	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
BBC Equipment - Copier, Office Supplys	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Jobsite Storage Container	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Misc GC's	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Divisional / Corp Admin Services	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Labor Compliance,STWF Monitoring, Textura	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Average General Conditions Per Month	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500

Subtotal \$ 1,062,000

CHANGE ORDER REQUEST (COR)

Date:	2/25/2025
Change Order No.:	009R4.1
Change Event No.:	358
Contract Number:	P22-01685

[illegible]

Subtotal	\$ 796,500
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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 #: 192.5

Date: 2-28-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 365 - CDR 192.5 - Offsite Improvement Plans - Phase I (Burns Pacific - Cost Increase)</p> <p>Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.</p> <p>The increase in labor and equipment rates is due to the project being delayed beyond the original completion dates. The delays have led to higher costs for labor and equipment than initially planned.</p> <p>This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.</p> <p>This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.</p>	<p>\$ 25,746.00</p>
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- ☐ 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: _____

By: _____

Date: 2025-02-28

Date: _____

Date: _____

OWNER - Oxnard School District

By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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 365 - CDR 192.5 - Offsite Improvement Plans - Phase I (Burns Pacific - Cost Increase)

Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.

The increase in labor and equipment rates is due to the project being delayed beyond the original completion dates. The delays have led to higher costs for labor and equipment than initially planned.

This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.

This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.

A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24

Burns Pacific

Increase in labor and equipment rates	\$	23,539.00	
Insurance @ 1%	\$	235.39	
		Subtotal A: \$	23,774.39

B. General Contractor's Cost

Balfour Beatty General Conditions		<i>To be submitted separately</i>	
Material (See attached supporting documentation.)		N/A	
Taxes at 9.5% of Material		N/A	
Labor (includes Fringe Benefits)		included above	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		N/A	
		Subtotal C: \$	-

C. General Contractor's Overhead and Profit*

Overhead & Profit 5% of Subtotal A	5%	\$	1,188.72	
Overhead & Profit 10% of Subtotal B	10%	\$	-	
			Subtotal D: \$	1,188.72

D. Bond at 1%	1%		Subtotal E: \$	257.46
E. Builders Risk Insurance at 1%	1%		Subtotal F: \$	257.46
F. General Liability at 1.04%	1.04%		Subtotal G: \$	267.76

Grand Total = (A + B + C + D + E + F)	\$	25,746.00
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☐ The request could potentially increase the Milestones and/or Contract Time by **553** calendar days Phase I Completion of
July 18, 2025

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-02-28

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BID NO: 5769
COR NO: 34
REV NO: 1
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 12/17/24
BID REVISION DATE: 02/28/25

BY: Mike Moraga
CELL:
OFFICE: (805) 371-4171
FAX:
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Phase 1 and Phase 2 increase in labor and equipment rates. Original job completion for Phase 1 was bid for June, 2023. Original job completion for Phase 2 was bid for December, 2023. Labor and Equipment increases for off-site work bid in 2021 are not included.

ITEM NO.					TOTAL
WORK ITEMS:					
Phase 1 / Line item 2 - Storm Drain - Labor	Complete except for tie-in from off-site.				749.84
Phase 1 / Line item 3 - Storm Drain - Equipment					174.80
Phase 1 / Line item 8 - Fire Line - Labor	Hydro Test				749.84
Phase 1 / Line item 11 - Domestic Water - Labor	Complete except for tie-in from off-site.				749.84
Phase 1 / Line item 12 - Domestic Water - Equipment					174.80
Phase 2 / Line item 2 - Storm Drain - Labor	Storm Drain - 8" Corrugated pipe				15,302.40
Phase 2 / Line item 3 - Storm Drain - Equipment					5,290.00
DIRECT COSTS TOTAL					\$23,191.52
BOND FEE 1.50%					\$347.87
GRAND TOTAL					<u>\$23,539.39</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.

Phase No.	Contract Line Item	Contract Description	Original Estimated Completion Date	Current Estimated Completion Date	Remaining Work Hrs. to Complete	Remaining EQ Hrs. to Complete	Increase in Labor/EQ Costs Due to delays	EQ Markup @ 15%	Total
1	2	Storm Drain - Labor	June, 2023	June, 2025	24		749.84	0.00	749.84
1	3	Storm Drain - Equipment	June, 2023	June, 2025		20	152.00	22.80	174.80
1	8	Fire Line - Labor	June, 2023	June, 2025	24		749.84		749.84
1	10	Domestic Water - Material	June, 2023	June, 2025	Note: 0 cost added, believe all material was purchased.			0.00	0.00
1	11	Domestic Water - Labor	June, 2023	June, 2025	24		749.84	0.00	749.84
1	12	Domestic Water - Equipment	June, 2023	June, 2025		20	152.00	22.80	174.80
2	2	Storm Drain - Labor	December, 2023	December, 2025	400		15,302.40		15,302.40
2	3	Storm Drain - Equipment	December, 2023	December, 2025		360	4,600.00	690.00	5,290.00
							Subtotal		23,191.52
							Bond Fee	1.50%	347.87
							Total		23,539.39

	PHASE 1				PHASE 2			
	Original Rates Job Bid 07/2021	Current Rates thru 06/30/25	Difference	Average Hrly Billing Rate Increase Per Year from 2021 thru 2024 (3 yrs.)	Original Rates Job Bid 07/2021	Estimated Projected Rates Eff. 07/01/25	Difference	Estimated Average Hrly Billing Rate Increase Per Year from 2021 thru 2025 (4 yrs.)
Foreman	119.65	156.74	37.09	12.36	119.65	164.77	45.12	11.28
Operator	116.74	153.53	36.79	12.26	116.74	161.56	44.82	11.21
Teamster	93.08	121.19	28.11	9.37	93.08	126.81	33.73	8.43
Laborer	91.07	119.39	28.32	9.44	91.07	124.85	33.78	8.45
Labor billing rates include labor, union contributions, payroll taxes, insurance and markup.								
Foreman Truck	25.00	31.00	6.00	2.00	25.00	33.00	8.00	2.00
Crew Truck w/Tools	46.00	49.00	3.00	1.00	46.00	51.00	5.00	1.25
CAT 305.5E2 Excavator	80.00	91.00	11.00	3.67	80.00	95.00	15.00	3.75
CAT 420F2 Backhoe	60.00	80.00	20.00	6.67	60.00	84.00	24.00	6.00
Water Truck	40.00	49.00	9.00	3.00	40.00	51.00	11.00	2.75

BURNS PACIFIC CONSTRUCTION
2021 LABOR AND EQUIPMENT RATES
BALFOUR BEATTY CONSTRUCTION
07/01/21 - 06/30/22

Labor Rates include labor, union contributions,
payroll taxes, insurance and markup.

LABOR	EFF. 7/1/2021	PER HR./DAY
FOREMAN		
Straight Time	\$ 119.65	Hr.
Overtime	\$ 157.66	Hr.
Sunday/Holiday	\$ 198.60	Hr.
OPERATOR		
Straight Time	\$ 116.74	Hr.
Overtime	\$ 153.44	Hr.
Sunday/Holiday	\$ 190.40	Hr.
TRUCK DRIVER		
Straight Time	\$ 93.08	Hr.
Overtime	\$ 116.94	Hr.
Sunday/Holiday	\$ 141.12	Hr.
LABORER		
Straight Time	\$ 91.07	Hr.
Overtime	\$ 119.22	Hr.
Sunday/Holiday	\$ 147.43	Hr.
EQUIPMENT		
TRUCKS		
Pickup Trucks (Up to 12,000 GVW)	\$ 25.00	Hr.
Flatbed Trucks (12,000 - 20,000 GVW)	\$ 46.00	Hr.
Crew Trucks w/Tools (12,000 - 20,000 GVW)	\$ 46.00	Hr.
P-9 Ford 2-axle Manlift Bucket Truck (Tree Trimming)	\$ 50.00	Hr.
DUMP TRUCKS		
C-20 Chevrolet 350 Flatbed Utility / Dump Truck	\$ 53.00	Hr.
T-27 Peterbilt 4-axle Super-Ten Dump Truck	\$ 60.00	Hr.
T-28 Ford F-550 Dump/Plow Truck	\$ 55.00	Hr.
T-29 Peterbilt 3-axle Dump Truck	\$ 50.00	Hr.
WATER TRUCKS: W-8 W-9 W-10 W-11 W-12		
Freightliner or GMC 2000 Gal. Water Truck	\$ 40.00	Hr.
ROCK BLADE TRUCKS		
BT-9 Ford F450 Blade Truck	\$ 83.00	Hr.
BT-28 2-axle 4-Wheel Drive Dump Truck with Rock Blade	\$ 83.00	Hr.
TRANSPORT TRUCKS AND TRAILERS TO MOVE EQUIPMENT		
T-24 KW 3-axle Tractor / 2-axle Lowbed Trailer	\$ 67.00	Hr.
TRLR-3 Miller 2-axle Equipment Trailer	\$ 23.00	Hr.
TRLR-4 Interstate 2-axle Equipment Trailer	\$ 23.00	Hr.
SKIPLOADERS: S-3 S-8 S-9 S-10		
J.D. 210LE Skiploader	\$ 50.00	Hr.
S-7 New Holland LV 80 Skiploader	\$ 50.00	Hr.

EQUIPMENT		
BACKHOES		
B-8 / B-9 / B-10 CAT 420F2 Tier 4 4x4 Backhoe	\$ 60.00	Hr.
1500 lb. Breaker for Backhoe	\$ 334.00	Day
SKID STEER LOADERS		
L-8 CAT 289D Compact Track Loader (Skid Steer)	\$ 80.00	Hr.
L-9 Bobcat T300 Rubber Track Skid Steer	\$ 85.00	Hr.
L-12 CAT 299D2 Compact Track Loader (Skid Steer)	\$ 96.00	Hr.
L-13 Bobcat 763 Rubber Tire Skid Steer	\$ 67.00	Hr.
Breaker Attachment for Bobcat	\$ 178.00	Day
Cold Planer Attachment for Bobcat (289D)	\$ 332.00	Day
RUBBER TIRE LOADERS		
L-1 JD 624 4WD Loader	\$ 110.00	Hr.
L-6 CAT 962M Loader	\$ 150.00	Hr.
L-7 CAT 980F Series II Loader	\$ 123.00	Hr.
EXCAVATORS		
E-4 CAT 321CLCR Excavator	\$ 123.00	Hr.
E-7 CAT 314CLCR Excavator	\$ 120.00	Hr.
E-11 CAT 305.5E2 Excavator	\$ 80.00	Hr.
DOZERS		
D-1 CAT D8N Dozer w/Rippers	\$ 200.00	Hr.
D-6 CAT D6RXL Dozer w/Slopeboard & Rippers	\$ 123.00	Hr.
D-7 J.D. 550J Dozer w/Slopeboard & Rippers	\$ 89.00	Hr.
COMPACTORS		
CP-3 CAT CP433E Compactor	\$ 156.00	Hr.
SPECIALTY EQUIPMENT		
PW-1 High-pressure Hot/Cold Mobile Washer (Graffiti Removal)	\$ 223.00	Day
R-1 Dbl-smooth Drum Vibratory Roller (Pavement Repairs)	\$ 200.00	Day
SMALL TOOLS: 4 HR. MINIMUM		
Vibratory Plate Compactor	\$ 28.00	Hr.
Jumping Jack Compactor	\$ 28.00	Hr.
180 CFM Air Compressor w/90# Hammer Package	\$ 56.00	Hr.
Air Compressor Only	\$ 50.00	Hr.
Arrow Board	\$ 8.00	Hr.
Chainsaw - Any Size	\$ 54.00	Per Day
Concrete/Asphalt Saw	\$ 95.00	Per Day
Dry sidewalk grinder package	\$ 61.00	Hr.
Roto Hammer	\$ 97.00	Per Day
Trench Plate 8 x 6	\$ 5.00	Per Day
Weed Trimmer	\$ 125.00	Per Day
2" Water Pump	\$ 178.00	Per Day
4" Trash Pump	\$ 245.00	Per Day

BURNS PACIFIC CONSTRUCTION
2024 LABOR AND EQUIPMENT RATES
BALFOUR BEATTY CONSTRUCTION
07/01/24 - 06/30/25

Labor Rates include labor, union contributions,
payroll taxes, insurance and markup.

LABOR	EFF. 07/01/24	PER HR./DAY
FOREMAN		
Straight Time	\$ 156.74	Hr.
Overtime	\$ 207.56	Hr.
Sunday/Holiday	\$ 258.39	Hr.
OPERATOR		
Straight Time	\$ 153.53	Hr.
Overtime	\$ 202.75	Hr.
Sunday/Holiday	\$ 251.96	Hr.
TRUCK DRIVER		
Straight Time	\$ 121.19	Hr.
Overtime	\$ 153.21	Hr.
Sunday/Holiday	\$ 185.22	Hr.
LABORER		
Straight Time	\$ 119.39	Hr.
Overtime	\$ 156.75	Hr.
Sunday/Holiday	\$ 194.11	Hr.
EQUIPMENT		
TRUCKS		
Pickup Trucks (Up to 12,000 GVW)	\$ 31.00	Hr.
Flatbed Trucks (12,000 - 20,000 GVW)	\$ 49.00	Hr.
Crew Trucks w/Tools (12,000 - 20,000 GVW)	\$ 49.00	Hr.
C-20 Chevrolet 350 Flatbed Utility / Dump Truck	\$ 59.00	Hr.
P-9 Ford 2-axle Manlift Bucket Truck (Tree Trimming)	\$ 55.00	Hr.
DUMP TRUCKS		
T-28 Ford S-DTY F-550 Dump/Plow Truck	\$ 61.00	Hr.
T-29 Peterbilt 3-axle Dump Truck	\$ 56.00	Hr.
T-30 Ford F-550 Dump/Plow Truck	\$ 61.00	Hr.
WATER TRUCKS		
W-11 Freightliner 2000 Gal. Water Truck	\$ 49.00	Hr.
ROCK BLADE TRUCKS		
BT-28 BT-30 2-axle 4-Wheel Drive Dump Truck with Rock Blade	\$ 92.00	Hr.
TRANSPORT TRUCKS AND TRAILERS TO MOVE EQUIPMENT		
T-32 Peterbilt 3-axle Tractor / 2-axle Lowbed Trailer	\$ 98.00	Hr.
TRLR-11 Kaufman Utility Trailer	\$ 33.00	Hr.
BPC Utility Trailer	\$ 25.00	Hr.

BURNS PACIFIC CONSTRUCTION
2024 LABOR AND EQUIPMENT RATES
BALFOUR BEATTY CONSTRUCTION
07/01/24 - 06/30/25

SKIPLOADERS		
S-7 New Holland LV 80 Skiploader	\$ 55.00	Hr.
S-9 J.D. 210LE Skiploader	\$ 55.00	Hr.
BACKHOES: B-8 B-10 B-11		
CAT 420F2 Tier 4 4x4 Backhoe	\$ 80.00	Hr.
1500 lb. Breaker for Backhoe	\$ 369.00	Day
SKID STEER LOADERS		
L-12 CAT 299D2 Compact Track Loader (Skid Steer)	\$ 106.00	Hr.
L-13 Bobcat 763 Rubber Tire Skid Steer	\$ 74.00	Hr.
Breaker Attachment for Bobcat	\$ 196.00	Day
Broom Attachment for CAT 299D2	\$ 138.00	Day
Cold Planer Attachment for Bobcat and CAT 299D2	\$ 400.00	Day
RUBBER TIRE LOADERS		
L-6 CAT 962M Loader	\$ 165.00	Hr.
EXCAVATORS		
E-4 CAT 321CLCR Excavator	\$ 135.00	Hr.
E-11 CAT 305.5E2 Excavator	\$ 91.00	Hr.
DOZERS		
D-7 J.D. 550J Dozer w/Slopeboard & Rippers	\$ 98.00	Hr.
COMPACTORS		
CP-2 CAT CP433E Compactor	\$ 172.00	Hr.
SPECIALTY EQUIPMENT		
PW-1 High-pressure Hot/Cold Mobile Washer (Graffiti Removal)	\$ 245.00	Day
R-1 Dbl-smooth Drum Vibratory Roller (Pavement Repairs)	\$ 184.00	Day
SMALL TOOLS: 4 HR. MINIMUM		
Vibratory Plate Compactor	\$ 31.00	Hr.
Jumping Jack Compactor	\$ 31.00	Hr.
180 CFM Air Compressor w/90# Hammer Package	\$ 61.00	Hr.
Air Compressor Only	\$ 55.00	Hr.
Arrow Board	\$ 15.00	Hr.
Chainsaw - 18" or 24"	\$ 28.00	Day
Concrete/Asphalt Saw	\$ 28.00	Day
Dry sidewalk grinder package	\$ 67.00	Hr.
Roto Hammer	\$ 106.00	Day
Trench Plate 8 x 6	\$ 11.00	Day
Trench Plate 6 x 10	\$ 17.00	Day
Weed Trimmer	\$ 28.00	Day
2" Water Pump	\$ 196.00	Day
4" Trash Pump	\$ 270.00	Day

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 #: 193 R1

Date: 3-10-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 365 - CDR 193 R1 - Material Cost Increase for Remaining Phase I & II (Premierwest Landscape)</p> <p>Premierwest Landscape is requesting a cost adjustment due to material price increases caused by the updated construction schedule. These increases impact materials both newly purchased and already installed, reflecting market changes, inflation, and supply chain disruptions. Specifically, cost adjustments are needed for previously installed materials and for parking lot-related items, including the POC, as their prices have risen since the original estimate. These changes will be incorporated into the overall project cost.</p> <p>This change order includes all costs and impacts associated with Phase I & II logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule.</p> <p>This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.</p>	<p>\$ 150,441.00</p>
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- ☐ 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: _____ By: _____
Date: 2025-03-10 Date: _____ Date: _____

OWNER - Oxnard School District

By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-10-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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 365 - CDR 193 R1 - Material Cost Increase for Remaining Phase I & II (Premierwest Landscape)

Premierwest Landscape is requesting a cost adjustment due to material price increases caused by the updated construction schedule. These increases impact materials both newly purchased and already installed, reflecting market changes, inflation, and supply chain disruptions. Specifically, cost adjustments are needed for previously installed materials and for parking lot-related items, including the POC, as their prices have risen since the original estimate. These changes will be incorporated into the overall project cost.

This change order includes all costs and impacts associated with Phase I & II logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule.

This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.

A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24			
Premierwest Landscape			
Material Cost Increase for Remaining Work		\$	135,533.31
Bond at 1.5%		\$	2,033.00
Insurance at 1%		\$	1,355.33
		Subtotal A: \$	138,921.64
B. General Contractor's Cost			
Balfour Beatty General Conditions			<i>To be submitted separately</i>
Material (See attached supporting documentation.)			N/A
Taxes at 9.5% of Material			N/A
Labor (includes Fringe Benefits)			included above
Payroll Taxes and Insurances at 9.5% of Labor			included above
Construction Equipment (see attached supporting documentation)			N/A
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	5%	\$	6,946.08
Overhead & Profit 10% of Subtotal B	10%	\$	-
		Subtotal D: \$	6,946.08
D. Bond at 1%	1%	Subtotal E: \$	1,504.41
E. Builders Risk Insurance at 1%	1%	Subtotal F: \$	1,504.41
F. General Liability at 1.04%	1.04%	Subtotal G: \$	1,564.59
Grand Total = (A + B + C + D + E + F)		\$	150,441.00

☐ The request could potentially Increase the Milestones and/or Contract Time by **553** calendar day Phase I Completion
of July 18, 2025

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-03-10

Date

C.C.O. NO.	14	ADD
AMOUNT AUTHORIZED		\$
PREVIOUS EXPENDITURE		\$
TODAY		\$
TO DATE		\$
CONTRACTOR JOB NO.		
CONTRACTOR REPORT NO.		

DESCRIPTION OF WORK	<u>Material Cost Increase for Remaining Work</u>
1. 100' of 12" dia. pipe	
2. 100' of 12" dia. pipe	
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BID TIME

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: VENTURA COUNTY

DETERMINATION: VEN-2021-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE
#BRICKLAYER, STONEMASON,	CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2021	04/30/2022**	\$43.220	A	\$9.250		\$8.700		\$0.000		\$1.030	B	\$0.450		8.0	C	\$62.650	\$84.260	D	\$84.260	Q	\$105.870	
#BRICKLAYER:	MASON FINISHER		08/22/2021	04/30/2022*	\$37.190	A	\$9.250		\$9.310		\$0.000		\$0.970	B	\$0.450		8.0	C	\$57.170	\$75.770	D	\$75.770	Q	\$94.360	
#BRICK TENDER		E	08/22/2021	06/30/2022**	\$35.620		\$8.100		\$8.980	E	\$4.400	Q	\$0.700		\$0.450		8.0	Q	\$58.450	\$76.360		\$76.360		\$94.270	
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2021	06/30/2022**	\$36.270		\$8.100		\$8.980	E	\$4.400	Q	\$0.700		\$0.450		8.0	Q	\$58.900	\$77.030		\$77.030		\$95.170	
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2021	12/31/2021**	\$38.750	H	\$5.630		\$5.550		\$2.220		\$0.630		\$0.280		8.0		\$53.060	\$72.440		\$72.440	I	\$91.810	
CARPET, LINOLEUM,	MATERIAL HANDLER	J	02/22/2021	12/31/2021**	\$14.000	H	\$5.630		\$1.940		\$0.720		\$0.630		\$0.280		8.0		\$23.200	\$30.200		\$30.200	K	\$37.200	
#DRYWALL FINISHER			02/22/2021	09/30/2021**	\$43.180	H	\$8.850		\$7.130		\$4.070		\$0.870		\$0.970		8.0		\$65.070	\$86.660		\$86.660	L	\$108.250	
#ELECTRICIAN:	SOUND INSTALLER		02/22/2021	12/26/2021**	\$39.820		\$8.580		\$4.370	M	\$0.000		\$0.650		\$0.250	N	8.0		\$54.840	\$75.350	Q	\$75.350	Q	\$95.860	
#ELECTRICIAN:	INSIDE WIREMAN	P	08/22/2021	12/26/2021**	\$43.500	Q	\$9.460		\$16.640	B	\$0.000	S	\$1.050		\$0.550		8.0		\$72.500	\$103.230	I	\$103.230	I	\$133.950	
#ELECTRICIAN:	CABLE SPLICER	P	08/22/2021	12/26/2021**	\$47.850	Q	\$9.460		\$16.640	B	\$0.000	S	\$1.050		\$0.550		8.0		\$76.990	\$109.950	I	\$109.950	I	\$142.910	
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	08/22/2021	12/26/2021**	\$43.500	Q	\$9.460		\$16.640	B	\$0.000	S	\$1.050		\$0.550		8.0		\$72.500	\$103.230	I	\$103.230	I	\$133.950	
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	08/22/2021	12/26/2021**	\$32.630	Q	\$9.460		\$16.640	B	\$0.000	S	\$1.050		\$0.550		8.0		\$61.310	\$86.430	I	\$86.430	I	\$111.560	
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	02/22/2021	09/30/2021**	\$53.580		\$11.850		\$12.150		\$4.770	Q	\$1.150		\$0.150		8.0		\$83.630	\$110.410	Q	\$110.410	Q	\$137.190	
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	02/22/2021	09/30/2021**	\$50.460		\$11.850		\$12.150		\$4.600	Q	\$1.150		\$0.150		8.0		\$80.360	\$105.590	Q	\$105.590	Q	\$130.820	
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	U	02/22/2021	09/30/2021**	\$49.880		\$11.850		\$12.150		\$4.550	Q	\$1.150		\$0.150		8.0		\$79.730	\$104.670	Q	\$104.670	Q	\$129.610	
#GLAZIER			08/22/2021	05/31/2022**	\$50.300	V	\$8.000	W	\$13.850		\$0.000	X	\$0.770		\$0.960		8.0		\$73.880	\$97.150	Y	\$97.150	Y	\$120.430	
#MARBLE FINISHER			08/22/2021	05/31/2022*	\$35.900	Z	\$9.000		\$4.270		\$0.000		\$0.840		\$0.330		8.0		\$50.340	\$68.290	AA	\$68.290	AB	\$86.240	AC
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	08/22/2021	12/31/2021**	\$32.040	Q	\$9.000		\$4.940		\$2.490		\$0.750		\$1.010		8.0		\$50.230	\$66.250	AE	\$66.250	AE	\$82.270	
#PAINTER:	INDUSTRIAL PAINTER	AD	08/22/2021	12/31/2021**	\$36.520	Q	\$9.000		\$4.940		\$2.850		\$0.850		\$1.010		8.0		\$55.170	\$73.430	AE	\$73.430	AE	\$91.690	
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AE	02/22/2021	01/31/2022*	\$24.000		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$34.150	\$46.150		\$46.150	K	\$58.150	
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AG	02/22/2021	01/31/2022*	\$16.500		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$26.650	\$34.900		\$34.900	K	\$43.150	
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	02/22/2021	01/31/2022*	\$17.370		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$27.520	\$36.210		\$36.210	K	\$44.890	
#PLASTERER			08/22/2021	08/02/2022*	\$38.860		\$9.380		\$8.020		\$6.910	AI	\$0.990		\$1.040		8.0	AJ	\$65.200	\$84.630	AE	\$84.630	AK	\$104.060	
#PLASTER TENDER		AL	08/22/2021	08/01/2022*	\$39.670		\$8.100		\$9.720		\$5.200	AM	\$1.050		\$0.960		8.0		\$64.700	\$84.530	AN	\$84.530	AO	\$104.370	
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2021	08/01/2022*	\$37.120		\$8.100		\$9.720		\$5.200	AM	\$1.050		\$0.960		8.0		\$62.150	\$80.710	AN	\$80.710	AO	\$99.270	
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2021	08/31/2022**	\$53.830	AP	\$9.060		\$13.650	AQ	\$0.000	AR	\$2.650		\$1.390	AS	8.0		\$80.580	\$106.570	Q	\$106.570	Q	\$130.940	
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2021	08/31/2022**	\$40.940	AP	\$8.950		\$10.800	AQ	\$0.000	AR	\$2.380		\$1.390	AS	8.0		\$64.460	\$84.010		\$84.010	AT	\$102.940	
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AU	08/22/2021	08/31/2022**	\$20.290	AV	\$9.200		\$0.380		\$0.000		\$1.510		\$1.240	AS	8.0		\$32.620	\$41.840		\$41.840	AT	\$51.060	
#PLUMBER:	SERVICE AND REPAIR		08/22/2021	08/31/2022**	\$52.200	AP	\$9.060		\$13.340	AQ	\$0.000	AR	\$1.980		\$1.390	AS	8.0		\$77.970	\$103.150		\$103.150	AW	\$126.690	AX
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2021	08/31/2022**	\$36.850	Z	\$9.060		\$13.650	AQ	\$0.000	AR	\$2.040		\$1.190	AS	8.0	AT	\$62.790	\$81.210		\$81.210		\$98.280	
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2021	08/31/2022**	\$16.090	Z	\$3.000		\$1.160	AQ	\$0.000		\$0.100		\$0.990	AS	8.0	AT	\$21.340	\$29.390		\$29.390		\$37.430	
#PLUMBER:	REFRIGERATION SERVICE HVACR		08/22/2021	09/04/2022**	\$46.410	H	\$9.060		\$7.450	AZ	\$0.000	S	\$1.580		\$0.880	BA	8.0		\$65.380	\$88.560		\$88.560	BB	\$109.440	AC
PLUMBER:	REFRIGERATION SERVICE TRADESMAN HVACR		08/22/2021	09/04/2022*	\$15.380	H	\$9.060		\$0.530		\$0.000	S	\$1.580		\$0.880	BA	8.0		\$27.430	\$35.120		\$35.120	BB	\$42.620	AC

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	08/22/2021	12/31/2021**	\$41.270		\$10.550		\$15.160	BD	\$0.000		\$0.520		\$0.250		8.0		\$67.750	\$88.380		\$88.380		\$109.020	
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	02/22/2021	08/31/2021*	\$48.710		\$10.550		\$17.000		\$0.000	S	\$1.600		\$0.300	BE	8.0		\$78.160	\$102.510	BG	\$102.510	BG	\$126.870	
#ROOFER			08/22/2021	07/31/2022**	\$42.070	BH	\$8.560		\$9.770	E	\$0.000	BJ	\$0.530		\$0.690	BJ	8.0		\$61.620	\$80.630	BK	\$80.630	BK	\$99.640	
#ROOFER	PITCH WORK		08/22/2021	07/31/2022**	\$43.820	BH	\$8.560		\$9.770	E	\$0.000	BJ	\$0.530		\$0.690	BJ	8.0		\$63.370	\$83.260	BK	\$83.260	BK	\$103.140	
#ROOFER	PREPARER		08/22/2021	07/31/2022**	\$43.070	BH	\$8.560		\$9.770	E	\$0.000	BJ	\$0.530		\$0.690	BJ	8.0		\$62.620	\$82.130	BK	\$82.130	BK	\$101.640	
#SHEET METAL WORKER (HVAC)			08/22/2021	07/31/2022**	\$49.040	H	\$10.600		\$19.440	BL	\$0.000	S	\$1.690		\$1.320		8.0	AT	\$82.090	\$106.610	BM	\$106.610	BM	\$131.130	
#TERRAZZO FINISHER			08/22/2021	08/31/2022*	\$35.430	H	\$9.000		\$4.350		\$0.000	S	\$0.750		\$0.270		8.0	AT	\$49.800	\$67.510	AA	\$67.510	BN	\$85.230	AC
#TERRAZZO WORKER			08/22/2021	08/31/2022*	\$43.610	H	\$9.000		\$4.610		\$0.000	S	\$1.020		\$0.330		8.0	AT	\$58.570	\$80.380	AA	\$80.380	BN	\$102.180	AC
#TILE FINISHER			08/22/2021	05/31/2022*	\$30.470	Z	\$9.000		\$2.750		\$0.000		\$0.770		\$0.290		8.0		\$43.280	\$58.510	AA	\$58.510	AB	\$73.750	AC
#TILE LAYER			08/22/2021	05/31/2022*	\$43.090	Z	\$9.000		\$8.350		\$0.000		\$0.960		\$0.380		8.0		\$61.780	\$83.320	AA	\$83.320	AB	\$104.870	AC

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FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT, THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER, SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ZONE 2 CONSISTS OF ALL AREAS OUTSIDE OF 32 ROAD MILES FROM THE CITIES OF CAMARILLO, OXNARD, SANTA PAULA, VENTURA AND OAK VIEW. ALL WORKERS PERFORMING WORK IN ZONE 2 SHALL RECEIVE \$5.00 PER HOUR ABOVE THE ZONE 1 BASIC HOURLY RATE. RATES FOR ELECTRICAL WORKERS WORKING IN COMPRESSED AIR AS WELL AS THEIR SUPPORT CLASSIFICATIONS ARE AVAILABLE BY REQUEST. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
- Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- R PENSION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD AND IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- S INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- T RATE APPLIES TO THE FIRST 4 DAILY OT HOURS AND THE FIRST 12 OT HOURS ON SATURDAY. ALL OTHER OT IS PAID AT 2X.
- U DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- V INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.75 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- W INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- X INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Y RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: VENTURA COUNTY

DETERMINATION: VEN-2024-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS		
#BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2024	04/30/2025**	\$50.070	A	\$9.250		\$9.830		\$0.000		\$1.210	B	\$0.650		8.0	C	\$71.410	\$94.180	Q	\$94.180	Q	\$116.940		Holidays	Scope of Work	Travel & Subistence		
#BRICKLAYER:	STONEMASON, MARBLE MASON		08/22/2024	04/30/2025**	\$50.070	A	\$9.250		\$9.830		\$0.000		\$1.210	B	\$0.650		8.0	C	\$71.010	\$93.780	Q	\$93.780	Q	\$116.540		Holidays	Scope of Work	Travel & Subistence		
#BRICKLAYER:	MASON FINISHER		08/22/2024	04/30/2025**	\$45.060	A	\$9.250		\$9.830		\$0.000		\$1.160	B	\$0.650		8.0	C	\$65.950	\$86.410	Q	\$86.410	Q	\$106.870		Holidays	Scope of Work	Travel & Subistence		
#BRICK TENDER		E	08/22/2024	06/30/2025**	\$41.530		\$9.250		\$9.820	E	\$4.400	G	\$0.800		\$0.450		8.0	C	\$66.250	\$87.020		\$87.020		\$107.780		Holidays	Scope of Work	Travel & Subistence		
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2024	06/30/2025**	\$41.980		\$9.250		\$9.820	E	\$4.400	G	\$0.800		\$0.450		8.0	C	\$66.700	\$87.690		\$87.690		\$108.580		Holidays	Scope of Work	Travel & Subistence		
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		08/22/2024	12/31/2024**	\$43.200	H	\$8.780		\$6.050		\$2.520		\$0.680		\$0.280		8.0		\$61.510	\$83.110		\$83.110	I	\$104.710		Holidays	Scope of Work	Travel & Subistence		
CARPET, LINOLEUM,	MATERIAL HANDLER	J	08/22/2024	12/31/2024**	\$17.280	H	\$8.780		\$2.140		\$1.020		\$0.680		\$0.280		8.0		\$30.180	\$38.820		\$38.820	K	\$47.460		Holidays	Scope of Work	Travel & Subistence		
#DRYWALL FINISHER			08/22/2024	08/31/2025**	\$49.330	H	\$9.200		\$11.630		\$5.070		\$0.920		\$1.170		8.0		\$77.320	\$101.990		\$101.990	L	\$126.550		Holidays	Scope of Work	Travel & Subistence		
#ELECTRICIAN:	SOUND INSTALLER		08/22/2024	12/30/2024**	\$46.070		\$11.260		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$64.330	\$88.060	Q	\$88.060	Q	\$111.780		Holidays	Scope of Work	Travel & Subistence		
#ELECTRICIAN:	INSIDE WIREMAN	P	08/22/2024	09/30/2024*	\$49.590	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$80.490	\$114.350	I	\$114.350	I	\$148.210		Holidays	Scope of Work	Travel & Subistence		
#ELECTRICIAN:	CABLE SPICER	P	08/22/2024	09/30/2024*	\$54.550	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$85.800	\$122.010	I	\$122.010	I	\$158.420		Holidays	Scope of Work	Travel & Subistence		
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	08/22/2024	09/30/2024*	\$49.590	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$80.490	\$114.350	I	\$114.350	I	\$148.210		Holidays	Scope of Work	Travel & Subistence		
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	08/22/2024	09/30/2024*	\$37.190	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$67.720	\$95.190	I	\$95.190	I	\$122.660		Holidays	Scope of Work	Travel & Subistence		
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	08/22/2024	09/30/2024**	\$61.510		\$12.850		\$14.850		\$5.070	G	\$1.150		\$0.150		8.0		\$65.380	\$126.140	Q	\$126.140	Q	\$156.890		Holidays	Scope of Work	Travel & Subistence		
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	08/22/2024	09/30/2024**	\$55.860		\$12.850		\$14.850		\$4.900	G	\$1.150		\$0.150		8.0		\$69.560	\$117.490	Q	\$117.490	Q	\$145.420		Holidays	Scope of Work	Travel & Subistence		
#FIELD SURVEYOR:	CHAINMAN/RODMAN (889.567-010)	U	08/22/2024	09/30/2024**	\$55.280		\$12.850		\$14.850		\$4.850	G	\$1.150		\$0.150		8.0		\$68.930	\$116.570	Q	\$116.570	Q	\$144.210		Holidays	Scope of Work	Travel & Subistence		
#GLAZIER			08/22/2024	05/31/2025**	\$58.000	V	\$9.150	W	\$15.750		\$0.000	X	\$0.820		\$1.260		8.0		\$64.980	\$111.480	Y	\$111.480	Y	\$137.980		Holidays	Scope of Work	Travel & Subistence		
#MARBLE FINISHER			08/22/2024	05/31/2025**	\$43.380	Z	\$9.250		\$5.020		\$0.000		\$1.190		\$0.510		8.0		\$59.350	\$81.040	AA	\$81.040	AB	\$102.730	AC	Holidays	Scope of Work	Travel & Subistence		
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	08/22/2024	06/30/2025*	\$38.540	Q	\$9.200		\$6.040		\$2.990		\$0.750		\$1.010		8.0		\$58.530	\$77.800	AE	\$77.800	AE	\$97.070		Holidays	Scope of Work	Travel & Subistence		
#PAINTER:	INDUSTRIAL PAINTER	AD	08/22/2024	06/30/2025*	\$44.020	Q	\$9.200		\$6.040		\$3.350		\$0.650		\$1.010		8.0		\$64.470	\$86.480	AE	\$86.480	AE	\$108.490		Holidays	Scope of Work	Travel & Subistence		
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AE	02/22/2024	01/31/2025*	\$29.000	Z	\$6.500		\$1.000		\$1.000		\$0.750		\$0.000		8.0		\$40.250	\$54.750				\$54.750	K	\$69.250		Holidays	Scope of Work	Travel & Subistence
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AG	02/22/2024	01/31/2025*	\$19.500	Z	\$6.500		\$1.000		\$1.000		\$0.750		\$0.000		8.0		\$30.750	\$40.500				\$40.500	K	\$50.250		Holidays	Scope of Work	Travel & Subistence
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	02/22/2024	01/31/2025*	\$20.370	Z	\$6.500		\$1.000		\$1.000		\$0.750		\$0.000		8.0		\$31.620	\$41.810				\$41.810	K	\$51.990		Holidays	Scope of Work	Travel & Subistence
#PLASTERER			08/22/2024	07/31/2025**	\$44.180		\$9.630		\$9.840		\$8.370	AI	\$1.480		\$1.190		8.0	AJ	\$74.700	\$96.790	AE	\$96.790	AK	\$118.880		Holidays	Scope of Work	Travel & Subistence		
#PLASTER TENDER		AL	08/22/2024	08/05/2025**	\$46.120		\$9.250		\$11.470		\$5.300	AM	\$1.200		\$0.960		8.0		\$74.300	\$97.360	AN	\$97.360	AQ	\$120.420		Holidays	Scope of Work	Travel & Subistence		
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2024	08/05/2025**	\$43.570		\$9.250		\$11.470		\$5.300	AM	\$1.200		\$0.960		8.0		\$71.750	\$93.540	AN	\$93.540	AQ	\$115.320		Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2024	08/31/2025**	\$59.480	AP	\$9.260		\$14.300	AQ	\$0.000	AR	\$3.050		\$1.600	AS	8.0		\$87.690	\$116.460	Q	\$116.460	Q	\$143.520		Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2024	08/31/2025**	\$46.590	AP	\$9.150		\$11.450	AQ	\$0.000	AR	\$2.780		\$1.600	AS	8.0		\$71.570	\$93.690		\$93.690	AT	\$115.530		Holidays	Scope of Work	Travel & Subistence		
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AU	08/22/2024	08/31/2025**	\$23.020	AV	\$9.400		\$0.380		\$0.000		\$1.860		\$1.450	AS	8.0		\$36.110	\$46.650		\$46.650	AT	\$57.180		Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	SERVICE AND REPAIR		08/22/2024	08/31/2025**	\$57.670	AE	\$9.280		\$13.990	AQ	\$0.000	AR	\$2.380		\$1.600	AS	8.0		\$84.900	\$112.760		\$112.760	AW	\$138.920	AX	Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2024	08/31/2025**	\$42.500	Z	\$9.260		\$14.300	AQ	\$0.000	AR	\$2.440		\$1.400	AS	8.0		\$69.900	\$91.150		\$91.150	AT	\$110.970		Holidays	Scope of Work	Travel & Subistence		
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2024	08/31/2025**	\$19.010	Z	\$3.000		\$1.160	AQ	\$0.000		\$0.100		\$1.200	AS	8.0		\$24.470	\$33.980		\$33.980	AT	\$43.480		Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	REFRIGERATION SERVICE HVACR		02/22/2024	08/31/2024*	\$49.110	H	\$9.280		\$8.550	AZ	\$0.000	AR	\$1.780		\$0.980	BA	8.0		\$69.680	\$94.240		\$94.240	BB	\$116.440	AC	Holidays	Scope of Work	Travel & Subistence		
PLUMBER:	REFRIGERATION SERVICE TRADESMAN HVACR		02/22/2024	08/31/2024*	\$16.380	H	\$9.260		\$0.530		\$0.000	AR	\$1.780		\$0.980	BA	8.0		\$28.930	\$37.120		\$37.120	BB	\$45.120	AC	Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BQ	08/22/2024	12/31/2024**	\$47.450		\$11.910		\$15.480	BQ	\$0.000		\$0.540		\$0.250		8.0		\$75.610	\$99.340		\$99.340		\$123.060		Holidays	Scope of Work	Travel & Subistence		
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	08/22/2024	12/31/2024**	\$56.480		\$11.910		\$19.300		\$0.000	S	\$1.600		\$0.450	BE	8.0		\$89.720	\$117.950	BQ	\$117.950	BQ	\$146.180		Holidays	Scope of Work	Travel & Subistence		
#ROOFER			08/22/2024	07/31/2025**	\$49.430	BH	\$8.560		\$11.400	E	\$0.000	BI	\$0.530		\$0.720	BJ	8.0		\$70.640	\$93.190	BK	\$93.190	BK	\$115.740		Holidays	Scope of Work	Travel & Subistence		

GENERAL PREVAILING WAGE DETERMINATION - VEN-2024-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION HOLIDAY	VACATION/ HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#ROOFER	PITCH WORK		08/22/2024	07/31/2025**	\$51.190	BH	\$8.560		\$11.400	E	\$0.000	BI	\$0.530		\$0.720	BJ	8.0		\$72.390	\$95.820	BK	\$95.820	BK	\$119.240		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PREPARER		08/22/2024	07/31/2025**	\$50.430	BH	\$8.560		\$11.400	E	\$0.000	BI	\$0.530		\$0.720	BJ	8.0		\$71.640	\$94.600	BK	\$94.600	BK	\$117.740		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			08/22/2024	07/31/2025**	\$54.910	H	\$11.100		\$21.170	BI	\$0.000	S	\$1.930		\$1.480		8.0	AT	\$90.590	\$118.050	BM	\$118.050	BM	\$145.600		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER			08/22/2024	08/31/2025**	\$42.110	H	\$9.250		\$4.600		\$0.000	S	\$0.820		\$0.320		8.0	AT	\$57.100	\$78.100	AA	\$78.160	BN	\$99.210	AC	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER			08/22/2024	08/31/2025**	\$49.820	H	\$9.250		\$4.860		\$0.000	S	\$1.160		\$0.370		8.0	AT	\$65.260	\$90.060	AA	\$90.060	BN	\$114.870	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2024	05/31/2025**	\$37.960	Z	\$9.250		\$3.500		\$0.000		\$1.120		\$0.460		8.0		\$52.290	\$71.270	AA	\$71.270	AB	\$90.260	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE LAYER			08/22/2024	05/31/2025**	\$51.820	Z	\$9.250		\$8.850		\$0.000		\$1.320		\$0.570		8.0		\$71.810	\$97.720	AA	\$97.720	AB	\$123.630	AC	Holidays	Scope of Work	Travel & Subsistence

[Go to Increase page](#)

FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNTS FOR DUES CHECK OFF, CONTRACT COMPLIANCE AND VACATION WHICH ARE NOT FACTORED INTO OVERTIME RATES.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ZONE 2 CONSISTS OF ALL AREAS OUTSIDE OF 32 ROAD MILES FROM THE CITIES OF CAMARILLO, OXNARD, SANTA PAULA, VENTURA AND OAK VIEW. ALL WORKERS PERFORMING WORK IN ZONE 2 SHALL RECEIVE \$5.00 PER HOUR ABOVE THE ZONE 1 BASIC HOURLY RATE. RATES FOR ELECTRICAL WORKERS WORKING IN COMPRESSED AIR AS WELL AS THEIR SUPPORT CLASSIFICATIONS ARE AVAILABLE BY REQUEST. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
- Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- R PENSION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD AND IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8. THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- S INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- T RATE APPLIES TO THE FIRST 4 DAILY OT HOURS AND THE FIRST 12 OT HOURS ON SATURDAY. ALL OTHER OT IS PAID AT 2X.
- U DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- V INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$5.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- W INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- X INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Y RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AA RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AB SATURDAY OVERTIME HOURLY RATE SHALL NOT BE OWED FOR WORK PERFORMED ON A SATURDAY UNLESS AND UNTIL THE EMPLOYEE HAS WORKED 8 HOURS ON THAT DAY OR 40 HOURS OVER THE COURSE OF THE WORK WEEK OF WHICH THE SATURDAY IS A PART, WHICHEVER COMES FIRST. RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AC RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AD AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AE DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AF RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AG RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AH RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AI INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AJ SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AK RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AL THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.

**BID TIME****QUOTE**

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

QUOTE NUMBER	108994301
ACCOUNT NUMBER	647954
DATE	06/10/21
PAGE 1	

INVOICE TO

PREMIERWEST LANDSCAPE
406 S LEMON AVE #1
WALNUT, CA 91789

JOB ADDRESS

C#: 909-444-9000 J#: 909-444-9000

RECEIVED BY HARRISON, SCOTT	CONTRACT NUMBER QUOTE
PURCHASE ORDER NUMBER N/R	
JOB NUMBER 13-PREMIERWEST LAND	
BRANCH Camarillo 210 Wood Rd N, Camarillo, CA 93010	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	4WD EXTENDABLE BACKHOE CANOPY AV4235030 Make: CAT Model: 420XFS Ser #: CAT0420FA	510.00	510.00	1530.00	3900.00	510.00

Rental Sub-total: 510.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	9.060	9.06
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000				
DELIVERY CHARGE				105.00
PICKUP CHARGE				105.00
CUSTOMER PROTECTION PLAN				53.11

Backhoe**Rental Price Increase**

	Rate	Hours	Hourly Rate
Bid Time	\$ 510.00	8	\$ 63.75
Current	\$ 595.00	8	\$ 74.38
		Difference	\$ 10.63

Rental Fees Increase

	Rate
Bid Time	\$ 272.17
Current	\$ 365.25
Difference	\$ 93.08

SUBTOTAL	782.17
TAX	72.35
INVOICETOTAL	854.52



CURRENT

QUOTE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

QUOTE NUMBER	126347570
ACCOUNT NUMBER	647954
DATE	11/25/24
PAGE 1	

INVOICETO

PREMIERWEST LANDSCAPE
406 S LEMON AVE #1
WALNUT, CA 91789

JOB ADDRESS

C#: 909-444-9000 J#: 909-444-9000

RECEIVED BY HARRISON, SCOTT	CONTRACT NUMBER QUOTE
PURCHASE ORDER NUMBER N/R	
JOB NUMBER 13-PREMIERWEST LAND	
BRANCH Camarillo 210 Wood Rd N, Camarillo, CA 93010	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	4WD EXTEND AHOE BACKHOE CANOPY AV4235030 Make: CAT Model: 420XFS Ser #: CAT0420FA	595.00	595.00	1785.00	4620.00	595.00

Rental Sub-total: 595.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	11.030	11.03
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000				
DELIVERY CHARGE				145.00
PICKUP CHARGE				145.00
CUSTOMER PROTECTION PLAN				64.22

SUBTOTAL	960.25
TAX	88.82
INVOICETOTAL	1,049.07

ESTIMATE PURPOSES ONLY

**BID TIME****QUOTE**

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

QUOTE NUMBER	108543366
ACCOUNT NUMBER	647954
DATE	05/10/21
PAGE 1	

INVOICETO

PREMIERWEST LANDSCAPE
406 S LEMON AVE #1
WALNUT, CA 91789

JOB ADDRESS

Oxnard, CA 93030

C#: 909-444-9000 J#: 909-444-9000

RECEIVED BY HARRISON, SCOTT	CONTRACT NUMBER QUOTE
PURCHASE ORDER NUMBER N/R	
JOB NUMBER 13-PREMIERWEST LAND	
BRANCH Camarillo 210 Wood Rd N, Camarillo, CA 93010	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	7,500LB MINI EXCAVATOR J128040 Make: BOBCAT Model: E32 Ser #: B3Y112804	465.04	465.04	1450.00	3600.00	465.04

Rental Sub-total: 465.04

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	9.060	9.06
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000				
DELIVERY CHARGE				90.00
PICKUP CHARGE				90.00
CUSTOMER PROTECTION PLAN				49.70

Mini-Ex

Rental Price Increase

	Rate	Hours	Hourly Rate
Bid Time	\$ 465.04	8	\$ 58.13
Current	\$ 620.00	8	\$ 77.50
Difference			\$ 19.37

Rental Fees Increase

	Rate
Bid Time	\$ 238.76
Current	\$ 338.18
Difference	\$ 99.42

SUBTOTAL	703.80
TAX	65.10
INVOICETOTAL	768.90



CURRENT

QUOTE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

QUOTE NUMBER	126347552
ACCOUNT NUMBER	647954
DATE	11/25/24
PAGE 1	

INVOICE TO

PREMIERWEST LANDSCAPE
406 S LEMON AVE #1
WALNUT, CA 91789

JOB ADDRESS

Oxnard, CA 93030

C#: 909-444-9000 J#: 909-444-9000

RECEIVED BY
HARRISON, SCOTT

CONTRACT NUMBER
QUOTE

PURCHASE ORDER NUMBER
N/R

JOB NUMBER
13-PREMIERWEST LAND

BRANCH
Camarillo
210 Wood Rd N,
Camarillo, CA 93010

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	7,500LB MINI EXCAVATOR J128040 Make: BOBCAT Model: E32 Ser #: B3Y112804	620.00	620.00	1890.00	4500.00	620.00

Rental Sub-total: 620.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	11.03	11.03
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000				
DELIVERY CHARGE				130.00
PICKUP CHARGE				130.00
CUSTOMER PROTECTION PLAN				67.15

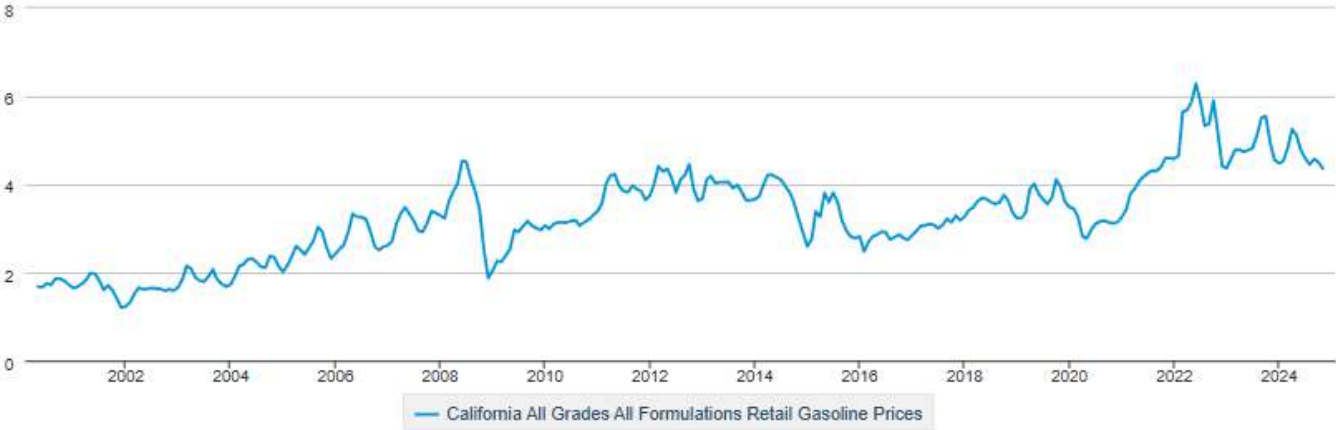
SUBTOTAL	958.18
TAX	88.63
INVOICE TOTAL	1,046.81

ESTIMATE PURPOSES ONLY

California All Grades All Formulations Retail Gasoline Prices

DOWNLOAD

Dollars per Gallon



eia Data source: U.S. Energy Information Administration

Chart Tools
no analysis applied

This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

California All Grades All Formulations Retail Gasoline Prices (Dollars per Gallon)

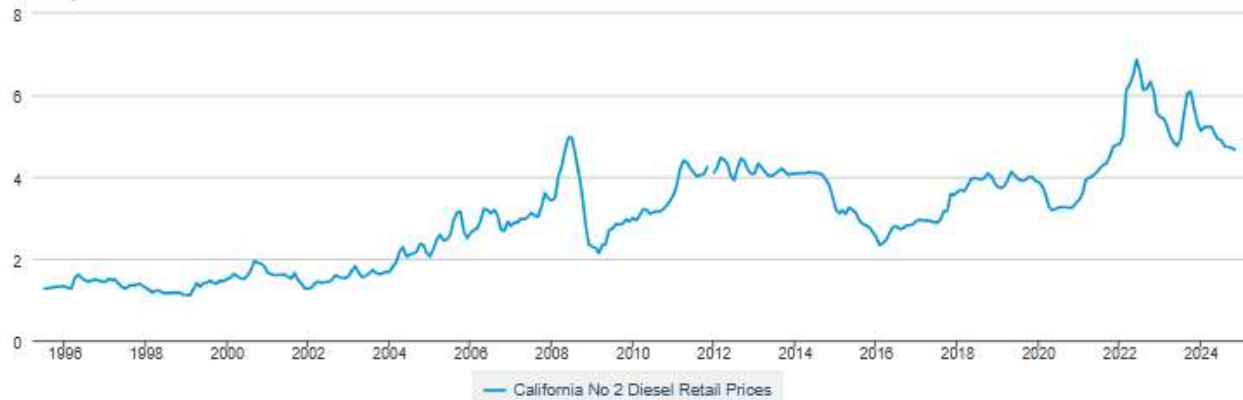
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000					1.676	1.669	1.754	1.720	1.869	1.856	1.811	1.726
2001	1.646	1.682	1.738	1.837	1.993	1.975	1.817	1.608	1.708	1.592	1.403	1.204
2002	1.231	1.319	1.507	1.657	1.617	1.633	1.648	1.637	1.627	1.579	1.624	1.585
2003	1.662	1.853	2.150	2.092	1.890	1.809	1.789	1.913	2.068	1.839	1.740	1.681
2004	1.722	1.914	2.143	2.185	2.298	2.322	2.233	2.131	2.115	2.376	2.350	2.143
2005	2.016	2.163	2.346	2.596	2.520	2.410	2.559	2.721	3.032	2.926	2.570	2.319
2006	2.424	2.540	2.624	2.925	3.337	3.260	3.260	3.212	2.937	2.593	2.508	2.587
2007	2.616	2.713	3.105	3.339	3.485	3.329	3.174	2.948	2.922	3.112	3.394	3.353
2008	3.296	3.231	3.609	3.846	4.015	4.531	4.511	4.128	3.842	3.440	2.507	1.871
2009	2.051	2.265	2.239	2.377	2.531	2.969	2.920	3.057	3.169	3.062	3.006	2.964
2010	3.065	2.993	3.104	3.138	3.136	3.134	3.171	3.186	3.064	3.146	3.205	3.297
2011	3.389	3.576	4.002	4.206	4.229	3.965	3.844	3.823	3.971	3.890	3.848	3.648
2012	3.747	4.027	4.414	4.292	4.353	4.133	3.821	4.109	4.211	4.458	3.893	3.628
2013	3.678	4.127	4.192	4.031	4.051	4.050	4.056	3.919	3.989	3.829	3.641	3.642
2014	3.666	3.726	3.984	4.210	4.220	4.163	4.110	3.961	3.821	3.585	3.234	2.916
2015	2.596	2.756	3.388	3.261	3.804	3.596	3.812	3.594	3.175	2.945	2.819	2.776
2016	2.823	2.477	2.679	2.822	2.855	2.930	2.911	2.745	2.803	2.862	2.788	2.738
2017	2.848	2.946	3.059	3.067	3.101	3.080	3.005	3.073	3.220	3.137	3.294	3.187
2018	3.269	3.418	3.476	3.617	3.690	3.673	3.605	3.556	3.588	3.760	3.632	3.368
2019	3.232	3.236	3.342	3.894	4.019	3.787	3.668	3.555	3.687	4.116	3.944	3.610
2020	3.489	3.447	3.262	2.827	2.771	2.972	3.102	3.156	3.174	3.137	3.115	3.143
2021	3.262	3.434	3.781	3.911	4.068	4.182	4.253	4.319	4.310	4.400	4.598	4.597
2022	4.584	4.660	5.655	5.692	5.871	6.294	5.897	5.333	5.375	5.905	5.173	4.418
2023	4.368	4.591	4.786	4.787	4.740	4.781	4.823	5.130	5.520	5.546	4.935	4.558
2024	4.482	4.535	4.831	5.255	5.118	4.777	4.590	4.451	4.574	4.513	4.355	

View History: ☐ Weekly ☒ Monthly ☐ Annual [Download Data \(XLS File\)](#)

California No 2 Diesel Retail Prices

DOWNLOAD

Dollars per Gallon



eia Data source: U.S. Energy Information Administration

Chart Tools

no analysis applied

This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

California No 2 Diesel Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1995							1.266	1.271	1.294	1.307	1.313	1.322
1996	1.322	1.277	1.276	1.529	1.615	1.529	1.471	1.440	1.467	1.486	1.471	1.433
1997	1.427	1.509	1.475	1.486	1.376	1.304	1.267	1.337	1.357	1.347	1.390	1.340
1998	1.286	1.226	1.174	1.217	1.222	1.163	1.157	1.158	1.167	1.172	1.169	1.123
1999	1.110	1.104	1.237	1.404	1.314	1.392	1.415	1.468	1.401	1.393	1.466	1.447
2000	1.505	1.536	1.629	1.570	1.524	1.509	1.580	1.713	1.940	1.904	1.882	1.816
2001	1.659	1.618	1.593	1.610	1.609	1.612	1.561	1.514	1.651	1.475	1.384	1.270
2002	1.269	1.289	1.394	1.444	1.411	1.427	1.428	1.484	1.597	1.557	1.532	1.524
2003	1.579	1.725	1.818	1.650	1.543	1.581	1.635	1.725	1.656	1.622	1.639	1.681
2004	1.677	1.809	1.897	2.171	2.284	2.056	2.098	2.128	2.164	2.361	2.348	2.137
2005	2.059	2.244	2.455	2.590	2.450	2.469	2.578	2.945	3.125	3.160	2.668	2.504
2006	2.630	2.703	2.738	2.932	3.222	3.192	3.104	3.193	3.053	2.721	2.679	2.906
2007	2.803	2.886	2.885	2.985	2.964	3.019	3.123	3.049	3.024	3.267	3.608	3.475
2008	3.423	3.488	4.014	4.265	4.673	4.968	4.965	4.542	4.087	3.568	2.832	2.345
2009	2.297	2.260	2.139	2.336	2.354	2.697	2.734	2.850	2.837	2.856	2.962	2.913
2010	2.997	2.938	3.058	3.206	3.205	3.102	3.124	3.164	3.144	3.214	3.305	3.408
2011	3.560	3.804	4.187	4.400	4.362	4.213	4.106	4.009	4.057	4.059	4.245	NA
2012	4.103	4.251	4.474	4.419	4.316	4.027	3.917	4.240	4.456	4.376	4.170	4.076
2013	4.083	4.325	4.245	4.134	4.040	4.023	4.068	4.138	4.209	4.134	4.048	4.073
2014	4.082	4.084	4.092	4.089	4.119	4.101	4.110	4.085	4.054	3.938	3.813	3.542
2015	3.212	3.110	3.182	3.098	3.254	3.192	3.115	2.935	2.850	2.814	2.768	2.644
2016	2.526	2.335	2.387	2.459	2.636	2.782	2.785	2.722	2.749	2.817	2.820	2.851
2017	2.932	2.957	2.935	2.938	2.922	2.895	2.876	2.959	3.168	3.172	3.587	3.559
2018	3.639	3.680	3.654	3.773	3.941	3.982	3.957	3.940	3.973	4.086	4.018	3.858
2019	3.753	3.734	3.789	3.953	4.128	4.035	3.949	3.906	3.923	3.985	4.003	3.902
2020	3.873	3.787	3.601	3.283	3.182	3.216	3.254	3.263	3.259	3.246	3.250	3.356
2021	3.439	3.607	3.931	3.980	4.024	4.095	4.195	4.291	4.324	4.481	4.745	4.776
2022	4.803	5.018	6.133	6.260	6.479	6.874	6.587	6.123	6.149	6.330	6.121	5.558
2023	5.467	5.423	5.263	4.990	4.842	4.760	4.907	5.518	6.043	6.094	5.684	5.320
2024	5.130	5.214	5.216	5.239	5.078	4.927	4.901	4.758	4.733	4.714	4.667	

Rose Avenue ES Reconstruction

MATERIALS COST INCREASE

Project Location: 220 S. DRISKILL ST., OXNARD, CA 93030

ITEM / SUPPLIER		BID COST	CURRENT COST
IRRIGATION			
SITE ONE		\$46,506.76	\$68,558.40
TREES & SHRUBS			
EVERDE		\$33,012.70	\$50,054.00
FRIEGHT		\$2,310.89	\$6,006.48
SOD			
AG SOD			
SOD (90% TALL FESCUE, 10% BLUE GRASS)	3360 SQFT	\$1,411.20	\$3,225.60
HYDROSEEDING			
PACIFIC RIM HYDROSEEDING			
AGRNOTEC BALLFIELD MIX 4A	96,885 SQFT	\$5,599.95	\$14,532.75
SOIL & MULCH			
EARTH WORKS			
SOIL AMENDMENT	595 CYDS	\$5,118.79	\$11,632.25
MULCH	258 CYDS	\$10,939.46	\$15,449.04
FREIGHT		\$7,370.00	\$14,850.00
DECOMPOSED GRANITE			
TRI-STATE MATERIALS, NUTRIEN AG SOLUTIONS			
2"-4" FOOTHILL DECORATIVE COBBLE	1 TON	\$75.00	\$155.00
DG FOR BASEBALL FIELD	410 TONS	\$21,320.00	\$38,950.00
DG PRO INFIELD ADDITIVE	24 TONS	\$5,760.00	\$11,000.00
INFIELD MIX	4 TONS	\$290.60	\$432.00
CLAY UNDER MOUND AND BATTER'S BOX	5 TONS	\$1,400.00	\$2,700.00
1/2"-3/4" FLOAT ROCK FOR DEEP ROOT PLANTER	19 TONS	\$1,368.00	\$1,767.00
3/4" FLOAT ROCK FOR TREE DRAINAGE	3 TONS	\$216.00	\$279.00
BOULDERS 3' X 3, 2' X3, 1'X1		\$284.00	\$518.00
FREIGHT		\$1,700.00	\$2,800.00

CURRENT MATERIAL COST TOTAL	\$242,909.52
BID TIME MATERIAL COST	\$144,683.35
MATERIAL COST INCREASE	\$98,226.17

Quotation



Arroyo Grande CA #313
200 Traffic Way # C
Arroyo Grande, CA 93420-3335
W: (805)481-7855

BID TIME

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	WTPRO3-C-24-SPT	Hydropoint Weathertrack ET Pro3 24 Station Conventional Heavy-Duty Top Entry Pedestal Stainless Steel Controller	1	6,964.620	6,964.62
2	0683100	Febco 4 in. LF860-DOSY Lead Free RPZ OSY	1	2,560.02	2,560.02
3	NSI-WMBV-5000-7A-3-240-3-	WATERTRONICS PUMP 70 GPM @ 30 PSI BOOST	1	18,780.000	18,780.00
4	3100300	Superior Master Valve 3100 Brass 3 in. Normally Open FIPT x FIPT	1	1,012.534	1,012.53
5	FS-B150	Rain Master Flow Sensor Wired Brass Tee Mounted 1-1/2 in. NPT	1	451.80	659.60
6	44LRC	Rain Bird Quick Coupling Valve 1 in. FIPT Inlet 2 pc. Body Double Track Key Lug with Yellow Rubber Locking Cover	1	63.221	63.22
7	BTU-4000-TE	4 Blocked True Union Ball Valve Sch 80 Thd EPDMO-Ring PVC	2	379.895	759.79
8	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	2	55.556	388.89
9	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	4	77.744	699.70
10	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	8	109.693	1,426.01
11	DZK-700	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	1	76.820	76.82
12	DZK-700	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	9	76.820	691.38
13	CR-IC10	Crispin 1 in. Air Relief Valve	2	428.476	856.95
14	T-EHW1645-050	Toro Blue Stripe 5/8 in. Distribution Hose 500 ft. roll	55	39.528	2,450.71
15	T-DPC04-MA	Toro NGE Self Flushing Pressure Compensating Emitter 1.0 gph with Male Adapter (Black) 1/4 in. Barb	4399	0.137	661.16
16	T-DPC08-DC-RED	Toro NGE Self Flushing Pressure Compensating Emitter 2.0 gph with Dust Cap (Red) 1/4 in. Barb	319	0.172	54.87
17	835-010	Sch 80 PVC Female Adapter 1 in. Socket x FIPT	59	0.177	12.22
18	775-060000	EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	59	0.553	38.16
19	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.)	1023	5.017	13,011.76
20	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	745	0.575	4,585.48
21	150PVCBE	PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	987	0.922	1,808.45
22	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,396	1.233	1,722.39
23	250PVCBE	PVC Pipe 2-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	304	1.959	1,065.16
24	8PVCBE	PVC Pipe 8 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	428	9.939	4,250.61
25	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,506	1.233	1,857.73
26	570Z-6P-PRXCOM	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator, Check Valve and X-Flow	72	11.520	829.44
27	5006+PCSAMRSS	Rain Bird 5006 Plus Part-Circle Stainless Steel Rotor 6 in. Riser with SAM Check Valve and PRS Pressure Regulator	28	23.813	690.59
28	8005SS	Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	61	50.645	5,368.41
29	RWSB1401	Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	186	27.092	5,255.77
30	RWSSOCK	Rain Bird Root Watering System Sand Sock	186	2.716	526.90
31	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	84	12.518	1,164.17
32	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	358	0.466	174.28
33	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	290	3.734	1,157.54
34	DNG105-12.5360	Mirafi 140NC Non-Woven Geotextile Black 12.5 ft. x 360 ft.	3	492.634	1,477.90
35	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	50	0.264	39.60
36	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	150	0.474	71.10
37	406-012	Sch 40 PVC 90 Degree Elbow 1-1/4 in. Socket	150	0.837	125.55
38	406-015	Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket	127	0.900	135.00
39	406-020	Sch 40 PVC 90 Degree Elbow 2 in. Socket	150	1.405	210.75
40	406-040	Sch 40 PVC 90 Degree Elbow 4 in. Socket	117	8.490	1273.50
41	401-007	Sch 40 PVC Tee 3/4 in. Socket	100	0.336	50.40

42	401-010	Sch 40 PVC Tee 1 in. Socket		150	0.631	94.65
43	401-012	Sch 40 PVC Tee 1-1/4 in. Socket		150	0.977	146.55
44	401-015	Sch 40 PVC Tee 1-1/2 in. Socket	130	150	1.190	178.50
45	401-020	Sch 40 PVC Tee 2 in. Socket		150	1.736	260.40
46	401-040	Sch 40 PVC Tee 4 in. Socket	146	150	10.220	1533.00
47	429-007	Sch 40 PVC Coupling 3/4 in. Socket		100	0.213	21.30
48	429-010	Sch 40 PVC Coupling 1 in. Socket	74	100	0.372	37.20
49	429-0125	Sch 40 PVC Coupling 1-1/4 in. Socket		100	0.460	46.00
50	429-015	Sch 40 PVC Coupling 1-1/2 in. Socket	97	100	0.551	55.10
51	429-020	Sch 40 PVC Coupling 2 in. Socket		100	0.839	83.90
52	429-040	Sch 40 PVC Coupling 4 in. Socket	96	100	3.960	396.00
53	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	32,350	37,500	0.121	4537.50
54	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	27,350	37,500	0.121	4537.50
55	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)		5,000	0.121	605.00
56	910L1G2G	Applied 10 in. Standard Round Green Valve Box	7	12	16.987	203.84
57	13241001-CARS	Carson Spec Valve Box Rectangle 13 in. x 24 in. x 12 in.H Green Box/Green Lid Drop-in ICV w/Bolt	10	35	225.460	7891.10
58	173018P2P	Applied 17 in. x 30 in. Standard Rectangular Valve Box	12	15	195.010	2925.15
59	ID-STD-Y2	ID Tag Yellow 2-1/4 in. 2-3/4 in.	13	20	4.032	80.64
60	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	123	250	0.590	147.50
61	CAGG-0276-BG	Bagged 3/4 in. Washed Crushed Gravel	110	120	4.680	561.60
62	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V	36	50	1.716	85.80
63	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	2	3	76.075	228.23
64	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	2	3	67.380	202.14
65	QUOTE10	For Questions Please Call Quote Center @ (760)480-9762. Office hours are Mon thru Fri 6:30am-4pm Item Note: <i>Due to the "Force Majeure" commodity items such as pipe, wire and etc. are changing frequently. All awarded pricing will be at the current market rate. Please contact your SiteOne sales representative for updates on the current market.</i>				

Total Price: \$ 109,659.94

\$46,506.76

Role	Contact
Customer Contact	Jesus Gallegos

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.

Quotation



Arroyo Grande CA #313
200 Traffic Way # C
Arroyo Grande, CA 93420-3335
W: (805)481-7855

CURRENT

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
11/22/2024	8068273	11/22/2024	11/22/2024	03/22/2025

Printed	Job Name	Job Description	Job Start Date
11/22/2024 10:08:27	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	11/22/2024

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	2	81.39	162.78
2	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	4	109.07	436.28
3	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	8	150.73	1205.84
4	CR-IC10	Crispin 1 in. Air Relief Valve	2	551.35	1102.70
5	T-EHW1645-050	Toro Blue Stripe 5/8 in. Distribution Hose 500 ft. roll	55	61.00	3355.00
6	T-DPC04-MA	Toro NGE Self Flushing Pressure Compensating Emitter 1.0 gph with Male Adapter (Black) 1/4 in. Barb	4,399	0.27	1187.73
7	T-DPC08-DC-RED	Toro NGE Self Flushing Pressure Compensating Emitter 2.0 gph with Dust Cap (Red) 1/4 in. Barb	319	0.27	86.13
8	835-010	Sch 80 PVC Female Adapter 1 in. Socket x FIPT	59	6.45	380.55
9	775-060000	EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	59	0.74	43.66
10	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.)	1,023	8.51	8705.73
11	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	745	0.93	692.85
12	150PVCBE	PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	987	1.57	1549.59
13	250PVCBE	PVC Pipe 2-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	304	3.14	954.56
14	5006+PCSAMRSS	Rain Bird 5006 Plus Part-Circle Stainless Steel Rotor 6 in. Riser with SAM Check Valve and PRS Pressure Regulator	28	37.69	1055.32
15	8005SS	Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	61	68.62	4185.82
16	RWSB1401	Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	186	40.39	7512.54
17	RWSSOCK	Rain Bird Root Watering System Sand Sock	186	3.97	738.42
18	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	84	22.85	1919.40
19	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	358	1.87	669.46
20	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	290	6.52	1890.80
21	DNG105-12.5360	Mirafi 140NC Non-Woven Geotextile Black 12.5 ft. x 360 ft.	3	991.46	2974.38
22	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	50	0.44	22.00
23	406-012	Sch 40 PVC 90 Degree Elbow 1-1/4 in. Socket	150	1.39	208.50
24	406-015	Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket	127	1.53	194.31
25	406-020	Sch 40 PVC 90 Degree Elbow 2 in. Socket	150	2.11	316.50
26	406-040	Sch 40 PVC 90 Degree Elbow 4 in. Socket	117	15.84	1853.28
27	401-007	Sch 40 PVC Tee 3/4 in. Socket	100	0.59	59.00
28	401-012	Sch 40 PVC Tee 1-1/4 in. Socket	150	1.47	220.50
29	401-015	Sch 40 PVC Tee 1-1/2 in. Socket	130	1.81	235.30
30	401-020	Sch 40 PVC Tee 2 in. Socket	150	2.59	388.50
31	401-040	Sch 40 PVC Tee 4 in. Socket	146	22.17	3236.82
32	429-007	Sch 40 PVC Coupling 3/4 in. Socket	100	0.38	38.00
33	429-010	Sch 40 PVC Coupling 1 in. Socket	74	0.62	45.88
34	429-0125	Sch 40 PVC Coupling 1-1/4 in. Socket	100	0.79	79.00
35	429-015	Sch 40 PVC Coupling 1-1/2 in. Socket	97	0.84	81.48
36	429-040	Sch 40 PVC Coupling 4 in. Socket	96	7.05	676.80
37	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	32,350	0.19	6146.50
38	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	27,350	0.19	5196.50
39	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	5,000	0.26	1300.00
40	910L1G2G	Applied 10 in. Standard Round Green Valve Box	7	29.11	203.77
41	13241001-CARS	Carson Spec Valve Box Rectangle 13 in. x 24 in. x 12 in. H Green Box/Green Lid Drop-in ICV w/Bolt	10	278.30	2783.00
42	173018P2P	Applied 17 in. x 30 in. Standard Rectangular Valve Box	12	210.42	2525.04
43	ID-STD-Y2	ID Tag Yellow 2-1/4 in. 2-3/4 in.	13	8.74	113.62
44	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	123	1.88	231.2

45	CAGG-0276-BG	Bagged 3/4 in. Washed Crushed Gravel	110	7.93	872.30
46	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V	36	2.57	92.52
47	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	2	165.40	330.80
48	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	2	148.85	297.70
49	QUOTE10	For Questions Please Call Quote Center @ (760)480-9762. Office hours are Mon thru Fri 6:30am-4pm Item Note: <i>Due to the "Force Majeure" commodity items such as pipe, wire and etc. are changing frequently. All awarded pricing will be at the current market rate. Please contact your SiteOne sales representative for updates on the current market.</i>			

Total Price: \$ 68,558.40

Role	Contact
Customer Contact	Jesus Gallegos

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

Quote **BID TIME**

7/12/2021

PROJECT ADDRESS: 220 S. DRISKILL ST., OXNARD, CA 93030

Name	Qty	Units	Cost Each	Price Total	
36" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	4	EA	\$385.00	\$1,540	
48" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	11	EA	\$860.00	\$9,460	
24" BOX HYMENOSPORUM FLAVUM/ SWEET SHADE	15	EA	\$200.00	\$3,000	
36" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	5	EA	\$360.00	\$1,800	
24" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	2	EA	\$125.00	\$250	
24" BOX MELALEUCA QUINQUENERVIA/ CAJEPUT TREE	27 29	EA	\$130.00	\$3,770	3510
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	10 15	EA	\$125.00	\$1,875	1250
15 GAL TRISTANIA CONFERTA/ BRISBANE BOX	10	EA	\$40.00	\$400	
24" BOX PYRUS KAWAKAMII/ EVERGREEN PEAR	8	EA	\$130.00	\$1,040	
1 GAL CARISSA MACROCARPA 'BOXWOOD BEAUTY'/ NATAL PLUM	222	EA	\$3.35	\$744	
1 GAL CHONDROPETALUM TECTORUM/ CAPE REED	26	EA	\$4.50	\$117	
1 GAL DIETES VEGETA/ FORTNIGHT LILY	124	EA	\$2.85	\$353	
1 GAL KNIPHOFIA UVARIA/ RED HOT POKER	51	EA	\$3.50	\$179	
1 GAL JUNCUS PATENS/ CALIFORNIA GREY RUSH	49	EA	\$3.50	\$172	
5 GAL LEPTOSPERMUM S. 'HELENE STRYBING'/ NEW ZEALAND TEA TREE	20	EA	\$9.85	\$197	
5 GAL LIGUSTRUM JAPONICUM 'TEXANUM'/ WAXLEAF PRIVET	135 158	EA	\$7.95	\$1,256	1073.25
5 GAL PHORMIUM 'FIREBIRD'/ NEW ZEALAND FLAX	10	EA	\$16.00	\$160	
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	125 139	EA	\$17.50	\$2,433	2187.50
5 GAL PHAPHIOLEPIS UMBELLATA 'MINOR'/ DWARF YEDDO HAWTHORN	68	EA	\$8.50	\$578	
5 GAL STRELITZIA REGINAE/ BIRD OF PARADISE	23	EA	\$10.00	\$230	
5 GAL WESTRINGIA FRUTICOSA 'SMOKEY'/ COAST ROSEMARY	71 105	EA	\$8.95	\$940	635.45
5 GAL BOUGAINVILLEA 'ROSENKA'/ BOUGAINVILLEA	49	EA	\$8.95	\$439	
1 GAL CARISSA MACROCARPA 'PROSTRATA'/ NATAL PLUM	240	EA	\$3.25	\$780	
1 GAL CAREX PANSA/ SAND DUNE SEDGE	152	EA	\$3.15	\$479	
1 GAL GREVILLEA LANIGERA 'COASTAL GEM'/ WOOLLY GREVILLEA	89 124	EA	\$5.00	\$620	445
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY	360	EA	\$5.00	\$1,930	1800
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA	142	EA	\$2.75	\$498	390.5

+7% freight



Subtotal \$33,012.70 \$35,237.55
 Freight \$2,310.89 \$2,466.63
Total \$ 37,704.18
\$35,323.59

Rose Avenue ES Reconstruction

Quote **CURRENT**

11/20/2024

PROJECT ADDRESS: 220 S. DRISKILL ST., OXNARD, CA 93030

Name	Qty	Units	Cost Each	Price Total
36" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	4	EA	\$590.00	\$2,360
48" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	11	EA	\$1,250.00	\$13,750
24" BOX HYMENOSPORUM FLAVUM/ SWEET SHADE	15	EA	\$300.00	\$4,500
36" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	5	EA	\$500.00	\$2,500
24" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	2	EA	\$180.00	\$360
24" BOX MELALEUCA QUINQUENERVIA/ CAJEPUT TREE	27	EA	\$180.00	\$4,860
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	10	EA	\$195.00	\$1,950
15 GAL TRISTANIA CONFERTA/ BRISBANE BOX	10	EA	\$100.00	\$1,000
24" BOX PYRUS KAWAKAMII/ EVERGREEN PEAR	8	EA	\$195.00	\$1,560
1 GAL CARISSA MACROCARPA 'BOXWOOD BEAUTY'/ NATAL PLUM	222	EA	\$5.50	\$1,221
1 GAL CHONDROPETALUM TECTORUM/ CAPE REED	26	EA	\$8.25	\$215
1 GAL DIETES VEGETA/ FORTNIGHT LILY	124	EA	\$5.25	\$651
1 GAL KNIPHOFIA UVARIA/ RED HOT POKER	51	EA	\$7.50	\$383
1 GAL JUNCUS PATENS/ CALIFORNIA GREY RUSH	49	EA	\$6.50	\$319
5 GAL LIGUSTRUM JAPONICUM 'TEXANUM'/ WAXLEAF PRIVET	135	EA	\$15.00	\$2,025
5 GAL PHORMIUM 'FIREBIRD'/ NEW ZEALAND FLAX	10	EA	\$21.00	\$210
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	125	EA	\$23.00	\$2,875
5 GAL PHAPHIOLEPIS UMBELLATA 'MINOR'/ DWARF YEDDO HAWTHORN	68	EA	\$15.00	\$1,020
5 GAL STRELITZIA REGINAE/ BIRD OF PARADISE	23	EA	\$24.00	\$552
5 GAL WESTRINGIA FRUTICOSA 'SMOKEY'/ COAST ROSEMARY	71	EA	\$17.00	\$1,207
5 GAL BOUGAINVILLEA 'ROSENKA'/ BOUGAINVILLEA	49	EA	\$16.00	\$784
1 GAL CARISSA MACROCARPA 'PROSTRATA'/ NATAL PLUM	240	EA	\$6.00	\$1,440
1 GAL CAREX PANSA/ SAND DUNE SEDGE	152	EA	\$5.50	\$836
1 GAL GREVILLEA LANIGERA 'COASTAL GEM'/ WOOLLY GREVILLEA	89	EA	\$6.00	\$534
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY	360	EA	\$6.50	\$2,340
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA	142	EA	\$4.25	\$604

+10% freight



Subtotal \$50,054.00
12% Freight \$6,006.48

Total \$ 56,060.48



Project/Job Price Quote

Quote # Q15446

02 Aaron Taylor

A-G Sod Farms of Nuevo
PO Box 709
Nuevo, CA 92567
800-233-5254/Fax 951-928-4023

Premier West Landscape

406 S. Lemon Ave, Ste 1
Walnut, CA 91789

ATTN: Jesus Cervantes

BID TIME

Rose Avenue ES

220 S. DRISKILL ST
Oxnard, CA

QUOTE VALID THRU: 10/14/2021 - Quote Given on 7/14/2021

Quantity	Pieces	Description	Unit Price	Extended Price
3,360	420	Elite Plus Fescue - 8 sq ft Roll	\$0.4200	\$1,411.20

Price: \$1,411.20

☐ Prevailing Wage

☐ Non-Taxable

☐ Tax Inclusive

☐ Project Labor Agreement

☐ Davis-Bacon

Conditions of Quote:

Estimated Delivery Date(s):

Comments: **You MUST GIVE QUOTE NUMBER when ordering to receive quoted price, ***must be forklift access up to jobsite ., ***Quote subject to availability of product.

Customer Signature

A-G Sod Farms of Nuevo Signature

Customer Printed Name

A-G Sod Farms of Nuevo Printed Name

Date _____

Date _____



Project/Job Price Quote

Quote # Q15446

02 Aaron Taylor



Premier West Landscape

406 S. Lemon Ave, Ste 1
Walnut, CA 91789

ATTN: Jesus Cervantes

CURRENT

Rose Avenue ES

220 S. DRISKILL ST
Oxnard, CA

QUOTE VALID THRU: 04/14/2025 - Quote Given on 11/21/2024

Quantity	Pieces	Description	Unit Price	Extended Price
3,360	420	Elite Plus Fescue - 8 sq ft Roll	\$0.9600	\$3,225.60

Price: \$3,225.60

- ☐ Prevailing Wage
- ☐ Project Labor Agreement
- ☐ Non-Taxable
- ☐ Davis-Bacon
- ☐ Tax Inclusive

Conditions of Quote:

Estimated Delivery Date(s):

Comments: **You MUST GIVE QUOTE NUMBER when ordering to receive quoted price, ***must be forklift access up to jobsite ., ***Quote subject to availability of product.

Customer Signature

Customer Printed Name

Date

A-G Sod Farms of Nuevo Signature

A-G Sod Farms of Nuevo Printed Name

Date



BID TIME

Bid Proposal

28319 Valley Center Road
Valley Center, CA 92082
760-751-7055
760-751-7385 Fax
760-638-6227 Don's Cell / 760-638-6217 Cory's Cell
teresa.pacificrim@yahoo.com

CA Lic. #886257
CA SB Cert #1211120
ARB Certified
DIR Reg #1000006248

Date	Proposal #
7/13/2021	5328

Cust. P.O. #

Premier West Landscape 406 S. Lemon Avenue Ste #1 Walnut, CA 91789	
Customer Phone	909-444-9000
Customer Fax	

Description	Qty	Rate	Total
Square Foot Coverage Rose Ave Elementary School 220 S. Driskill Street Oxnard, CA Mulch 2000 lbs/acre Fertilizer 15-15-15 200 lbs/acre Fertilizer 6-24-24 200 lbs/acre Pam 10 lbs/acre Stover Sportsfield Mix 4A 10 lbs/1000 sf Bid considers 1 move-in, additional at \$900.00 Bid considers prevailing wages Bid considers must have metered fire hydrant for water	155,985 96,885	0.0578	9,015.93 5,599.95
Bid includes all equipment, labor & listed materials. Bid does not include preparation or maintenance. Bid does not guarantee germination or growth Bid considers no retention Bid considers standard insurance requirements, additional insurance requirements will result in additional cost.			

Agreed to and Accepted in its Entirety by:

Date:



CURRENT

Bid Proposal

28319 Valley Center Road
Valley Center, CA 92082
760-751-7055
760-751-7385 Fax
760-638-6227 Don's Cell / 760-638-6217 Cory's Cell
teresa.pacificrim@yahoo.com

CA Lic. #886257
CA SB Cert #1211120
ARB Certified
DIR Reg #1000006248

Date	Proposal #
11/21/2024	8530

Premier West Landscape
406 S. Lemon Avenue Ste #1
Walnut, CA 91789

Customer Phone 909-444-9000

Customer Fax

Description	Qty	Rate	Total
<p>Square Foot Coverage Rose Ave Elementary School 220 S. Driskill Street Oxnard, CA</p> <p>Mulch 2000 lbs/acre Fertilizer 15-15-15 200 lbs/acre Fertilizer 6-24-24 200 lbs/acre Pam 10 lbs/acre Stover Sportsfield Mix 4A 10 lbs/1000 sf</p> <p>Bid considers 1 move-in, additional at \$900.00 Bid considers prevailing wages Bid considers must have metered fire hydrant for water</p>	96,885	0.1500	14,532.75
<p>Bid includes all equipment, labor & listed materials. Bid does not include preparation or maintenance. Bid does not guarantee germination or growth Bid considers no retention Bid considers standard insurance requirements, additional insurance requirements will result in additional cost.</p>			

Agreed to and Accepted in its Entirety by:

Date:



EarthWorks
Soil Amendments, Inc.

BID TIME

QUOTATION

NO: 33817

Offer one

THIS QUOTATION IS VALID FOR 90 DAYS

DATE: 07/10/21
TO: Charlotte Wu
COMPANY: PremierWest Landscape
PHONE: 909 444-9000
FAX: 909 444-9002

PROJECT: Rose Ave ES Recontruction
Rose Ave ES Recontruction
220 S Driskil St.
Oxnard
93030-

PREPARED BY	SALESPERSON	TERMS	SHIP DATE	F.O.B. POINT	TYPE OF TRUCK
LEFO	Lefo Phororo	Net 30	07/10/21	Oxnard	Roll Off Double

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	UOM	AMOUNT
785.000 595	CY	Nitrolized Fir Shavings	8.6030	CY	6,753.36 5118.79
		8 10' Roll Off Doubles @ \$670.00 each			
295.000 258	CY	Gorilla Hair	42.4010	CY	12,508.30 10939.46
		3 Roll Off Doubles @ \$670.00 each			

PLEASE NOTE:

Due to fluctuations in fuel costs, delivery surcharges will be added based on weekly averages.

Down time rate of \$1.35 per minute will apply for stand-by/unload time over 20 minutes.

Changes in quantity, material, type of truck, and/or F.O.B. point will void this quotation.

Allow a two business day lead-time for delivery.

If you have any questions concerning this quotation, please don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

SUB TOTAL: 16058.25 ~~19,261.66~~

SALES TAX: 1485.39 ~~1,492.78~~

FREIGHT: 7370 ~~8,710.00~~

TOTAL: 24913.64 ~~29,464.44~~

1725 Agua Mansa Road
Riverside, CA 92509
www.ewsa.com

(951) 782-0260
(888) SOIL 2 YOU
fax (951) 782-0268



EarthWorks
Soil Amendments, Inc.

CURRENT

QUOTATION

NO: 41997

Offer one

THIS QUOTATION IS VALID FOR 90 DAYS

DetGrossAmount

DATE: 11/22/24
TO: Jesus Gallegos
COMPANY: PremierWest Landscape
PHONE: 909 444-9000

FAX: 909 444-9002

PROJECT: Rose Ave ES Recontruction
Rose Ave ES Recontruction
220 S Driskill St.
Oxnard

93030-

PREPARED BY	SALESPERSON	TERMS	SHIP DATE	F.O.B. POINT	TYPE OF TRUCK
LEFO	Lefo Phororo	Net 30	06/17/24	Oxnard	Roll Off Double

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	UOM	AMOUNT
595.000	CY	Nitrolized Fir Shavings	19.5500	CY	11,632.25
		8 Roll Off Doubles @ \$1,350.00 each			
258.000	CY	Gorilla Hair	59.8800	CY	15,449.04
		3 Roll Off Doubles @ \$1,350.00 each			

PLEASE NOTE:

Due to fluctuations in fuel costs, delivery surcharges will be added based on weekly averages.

Down time rate of \$1.35 per minute will apply for stand-by/unload time over 20 minutes.

Changes in quantity, material, type of truck, and/or F.O.B. point will void this quotation.

Allow a two business day lead-time for delivery.

If you have any questions concerning this quotation, please don't hesitate to contact us.

THANK YOU FOR YOUR BUSINESS!

SUB TOTAL:	27,081.29
SALES TAX:	2,505.02
FREIGHT:	14,850.00
TOTAL:	44,436.31

1725 Agua Mansa Road
Riverside, CA 92509
www.ewsa.com

(951) 782-0260
(888) SOIL 2 YOU
fax (951) 782-0268



P.O. BOX 555
NUEVO, CA 92567
PH: 951-246-8349

BID TIME

ESTIMATE

DATE	ESTIMATE #
7/12/2021	27798

WWW.TRISTATEMATERIALS.COM

CUSTOMER			SHIP TO		
PREMIERWEST LANDSCAPE INC. 406 SOUTH LEMON AVE, SUITE 1 WALNUT, CA 91789			ROSE AVENUE ES RECONSTRUCTION 220 SOUTH DRISKILL ST. OXNARD, CA 93030		
ATTENTION	FAX/EMAIL	TERMS	EXPIRATION DATE	SALES REP.	
CHARLOTTE	CHARLOTTE@PWLMAIL.C...	Net 30	8/11/2021	SL	
QTY.	U/M	DESCRIPTION		PRICE	TOTAL
4	TONS	PRO INFIELD MIX		72.65	290.60T
410	TONS	TAN D.G.		52.00	21,320.00T
22	TONS	3/4" LAVA BLACK FOAT ROCK		72.00	1584.00T
1	EA	SHORT LOAD DELIVERY		750.00	750.00
1	TNS	2"-4" FOOTHILL COBBLE SUPERSACKED		75.00	75.00T
3	EACH	3' DESERT TAN BOULDERS		68.00	204.00T
3	EACH	2' DESERT TAN BOULDERS		24.50	73.50T
1	EACH	1' DESERT TAN BOULDERS		6.50	6.50T
1	LD	FLAT BED FREIGHT		950.00	950.00T
--PRICES BASED ON FULL LOADS (25 TONS) LESS THAN FULL LOADS WILL INCUR SHORT LOAD FEES. --THIS MATERIAL IS LIKELY TO HAVE PIECES THAT WILL BE LARGER OR SMALLER THAN THE NAMED RANGE & WILL CONTAIN SOME FRACTURED PIECES. PLEASE ALLOW FOR 10% +/- WASTE IN BID --AN ENVIRONMENTAL FEE OF \$5.00 WILL BE ADDED FOR EACH LOAD --WEIGHT IS APPROXIMATE. WEIGHT TO BE DETERMINED AT TIME OF DELIVERY & BILLED ACCORDINGLY IF ACCEPTED, PLEASE SIGN BELOW X_____					0.00T
NOTE PLEASE BE AWARE: *PRICES ARE BASED ON FULL LOADS (25 TONS) DELIVERED DIRECTLY TO JOB SITE. WEIGHT TO BE DETERMINED AT TIME OF DELIVERY AND BILLED ACCORDINGLY. LOADS LESS THAN 24 TONS WILL BE CHARGED SHORT LOAD FEES. ESTIMATE SUBJECT TO EXPIRATION DATE. PRELIM REQUIRED.* *ALL MATERIALS ARE SOLD F.O.B. PLANT SITE OF PRODUCTION. SALE IS CONSUMATED AND TITLE PASSES TO BUYER AT THE TIME THE MATERIALS ARE LOADED FOR SHIPMENT. BUYER BEARS THE RISK OF ANY LOSS, DETERIORATION OR DAMAGE TO THE MATERIALS FROM THE TIME OF LOADING WITH THE CARRIER.* * SPECIAL ORDER ITEMS ARE NON-REFUNDABLE * RESTOCK FEE OF 25% WILL BE APPLIED TO ALL RETURNED ITEMS * ALL SALES ARE FINAL * BUYER IS RESPONSIBLE FOR ALL BALANCES DUE, COLLECTION CHARGES AND ATTORNEY FEES *				SUBTOTAL \$25,253.60	
				TAX (9.25%) \$2,335.96	
				TOTAL \$27,589.56	



P.O. BOX 555
NUEVO, CA 92567
PH: 951-246-8349

CURRENT

ESTIMATE

DATE	ESTIMATE #
11/22/2024	29731

WWW.TRISTATEMATERIALS.COM

CUSTOMER			SHIP TO		
PREMIERWEST LANDSCAPE INC. 406 SOUTH LEMON AVE, SUITE 1 WALNUT, CA 91789			ROSE AVENUE ES RECONSTRUCTION 220 SOUTH DRISKILL ST. OXNARD, CA 93030		
ATTENTION		FAX/EMAIL	TERMS	EXPIRATION DATE	SALES REP.
JESUS		JESUS@PWLMAIL.C...	Net 30	03/31/2024	SL
QTY.	U/M	DESCRIPTION		PRICE	TOTAL
4	TONS	PRO INFIELD MIX		108.00	432.00T
410	TONS	TAN D.G.		95.00	38,950.00T
22	TONS	3/4" LAVA BLACK FLOAT ROCK		93.00	2,046.00T
1	EA	SHORT LOAD DELIVERY		1,050.00	1,050.00T
1	TNS	2"-4" FOOTHILL COBBLE SUPERSACKED		155.00	155.00T
3	EACH	3' DESERT TAN BOULDERS		120.00	360.00T
3	EACH	2' DESERT TAN BOULDERS		45.00	135.00T
1	EACH	1' DESERT TAN BOULDERS		23.00	23.00T
1	LD	FLAT BED FREIGHT		1,750.00	1,750.00T
--PRICES BASED ON FULL LOADS (25 TONS) LESS THAN FULL LOADS WILL INCUR SHORT LOAD FEES. --THIS MATERIAL IS LIKELY TO HAVE PIECES THAT WILL BE LARGER OR SMALLER THAN THE NAMED RANGE & WILL CONTAIN SOME FRACTURED PIECES. PLEASE ALLOW FOR 10% +/- WASTE IN BID --AN ENVIRONMENTAL FEE OF \$5.00 WILL BE ADDED FOR EACH LOAD --WEIGHT IS APPROXIMATE. WEIGHT TO BE DETERMINED AT TIME OF DELIVERY & BILLED ACCORDINGLY IF ACCEPTED, PLEASE SIGN BELOW X _____					0.00T
NOTE PLEASE BE AWARE: *PRICES ARE BASED ON FULL LOADS (25 TONS) DELIVERED DIRECTLY TO JOB SITE. WEIGHT TO BE DETERMINED AT TIME OF DELIVERY AND BILLED ACCORDINGLY. LOADS LESS THAN 24 TONS WILL BE CHARGED SHORT LOAD FEES. ESTIMATE SUBJECT TO EXPIRATION DATE. PRELIM REQUIRED.* *ALL MATERIALS ARE SOLD F.O.B. PLANT SITE OF PRODUCTION. SALE IS CONSUMATED AND TITLE PASSES TO BUYER AT THE TIME THE MATERIALS ARE LOADED FOR SHIPMENT. BUYER BEARS THE RISK OF ANY LOSS, DETERIORATION OR DAMAGE TO THE MATERIALS FROM THE TIME OF LOADING WITH THE CARRIER.* * SPECIAL ORDER ITEMS ARE NON-REFUNDABLE * RESTOCK FEE OF 25% WILL BE APPLIED TO ALL RETURNED ITEMS * ALL SALES ARE FINAL * BUYER IS RESPONSIBLE FOR ALL BALANCES DUE, COLLECTION CHARGES AND ATTORNEY FEES *					SUBTOTAL \$44,901.00 TAX (9.25%) \$4,153.34 TOTAL \$49,054.34

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 #: 194.1

Date: 2-28-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 365 - CDR 194.1 - Phase I Offsite Improvement Plans (Summer Construction - Labor Increase)</p> <p>Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.</p> <p>This request accounts for extended project delays that have pushed the schedule beyond the original contract duration, resulting in increased costs for wages, materials, insurance, fuel, equipment, equipment transportation, and associated surcharges through December 31, 2025.</p> <p>This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.</p> <p>This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.</p>	<p>\$ 42,718.00</p>
--	---------------------

- ☐ 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: _____ By: _____
Date: 2025-02-28 Date: _____ Date: _____

OWNER - Oxnard School District

By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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 365 - CDR 194.1 - Phase I Offsite Improvement Plans (Summer Construction - Labor Increase)

Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.

This request accounts for extended project delays that have pushed the schedule beyond the original contract duration, resulting in increased costs for wages, materials, insurance, fuel, equipment, equipment transportation, and associated surcharges through December 31, 2025.

This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.

This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.

A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24

Summer Construction

Labor Cost Increase	\$	38,484.51	
Bond at 1.5%	\$	577.27	
Insurance at 1%	\$	384.85	
Subtotal A:	\$	39,446.62	

B. General Contractor's Cost

Balfour Beatty General Conditions	<i>To be submitted separately</i>
Material (See attached supporting documentation.)	N/A
Taxes at 9.5% of Material	N/A
Labor (includes Fringe Benefits)	included above
Payroll Taxes and Insurances at 9.5% of Labor	included above
Construction Equipment (see attached supporting documentation)	N/A
Subtotal C:	\$ -

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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

C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	5%	\$	1,972.33
Overhead & Profit 10% of Subtotal B	10%	\$	-
		Subtotal D: \$	1,972.33
D. Bond at 1%	1%	Subtotal E: \$	427.18
E. Builders Risk Insurance at 1%	1%	Subtotal F: \$	427.18
F. General Liability at 1.04%	1.04%	Subtotal G: \$	444.27
Grand Total = (A + B + C + D + E + F)			\$ 42,718.00

☐ The request could potentially Increase the Milestones and/or Contract Time by **553** calendar day Phase I Completion of July 18, 2025

Rafael Alamillo, Project Manager - Balfour Beatty
 Print Name & Title (General Contractor)


 Signature

2025-02-28
 Date

SUMMER CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTORS

Balfour Beatty Construction, LLC
330 E. Esplanade Drive, #1120
Oxnard, CA. 93036

February 27, 2025

ATTN: Rafael Alamillo— Project Manager

RE: Rose Ave. Elementary School February 2025 Updated Delayed Project Schedule Cost Increase through Phase 2, December 31, 2025.

CHANGE ORDER REQUEST

Summer Construction, Inc. hereby submits a COR for cost increases for labor, equipment, material, and extended overhead.

This COR is a reflection of ongoing project delays pushing schedules beyond original contract duration increasing costs on Wages, Materials, Insurance, Fuel Costs, Equipment Costs, Equipment Transportation and Surcharges.

Current Contract Balance (Including Retention): \$ 258,419.87

CCD 026 Credit: 13,580.31

Balance after Credit: \$ 244,839.56

February 2025 Cost Increase COR: \$ 38,484.51 COR

Total Adjusted Contract Work through Phase 2 remaining, (including retention): \$ 283,324.07



JON P. PRECIADO
Business Manager

PETER SANTILLAN
Secretary-Treasurer

SERGIO RASCÓN
President

**AFFILIATED LOCALS
SOUTHERN CALIFORNIA**

BURBANK
LOCAL 345

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 1309

LOS ANGELES
LOCAL 300

ORANGE COUNTY
LOCAL 652

POMONA
LOCAL 1414

**RIVERSIDE AND IMPERIAL
COUNTIES**
LOCAL 1184

**SAN BERNARDINO, INYO,
AND MONO COUNTIES**
LOCAL 783

SAN DIEGO
LOCAL 89

VENTURA
LOCAL 585

**KERN,
SAN LUIS OBISPO, AND
SANTA BARBARA COUNTIES**
LOCAL 220

ARIZONA
PHOENIX, AZ
LOCAL 1184

NEW MEXICO
ALBUQUERQUE, NM
LOCAL 16

**SOUTHERN CALIFORNIA
DISTRICT COUNCIL OF
LABORERS**
1123 Park View Dr., Suite 300
Covina, CA 91724
Phone (626) 350-6900
Fax (626) 350-7583
www.scdcl.org

LiUNA! SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Feel the Power

May 4, 2021

NOTICE TO CONTRACTORS

Under the terms of the 2018-2022 SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT, the Union is allocating the **July 1, 2021, \$2.15 per hour** increase as follows:

Wages	\$1.04
Health/Welfare	\$0.10
Pension	\$0.67
Annuity	\$0.34

Based upon the above allocation, the following Wage and Fringe Benefit Schedule becomes effective July 1, 2021.

Hourly Rates

Journeyman Wage & Fringe Benefit Rates

	<u>Effective July 1, 2021</u>
Group 1 Base Wage	\$37.43
Group 2 Base Wage	\$37.98
Group 3 Base Wage	\$38.53
Group 4 Base Wage	\$40.08
Group 5 Base Wage	\$40.43
Watchman Base Wage	\$35.44
Water Truck Two-Axle Base Wage & Benefits (See Appendix "D")	App "D"
Health & Welfare	8.10
Pension	9.07
Vacation (Supplemental Dues \$1.84)	4.87
Annuity Fund	1.25
Training & Retraining	0.70
Center for Contract Compliance	0.30
Industry Fund	0.08
Contract Administration Fund	0.07
Laborers Trusts' Administrative Trust Fund	0.06
Partnership For Jobs Industry Advancement Fund	0.10

Residential Wage & Fringe Benefit Rates (See Appendix "A" for definition)

Cleanup, Landscaping, Fencing (Chain link or Wood): Base Wage	\$35.95
All other work on residential projects as described in MLA: Base Wage	\$36.95
Health & Welfare	8.10
Pension	6.51
Vacation (Supplemental Dues \$1.63)	3.97
Annuity Fund	1.25
Training & Retraining	0.70
Laborers Trusts' Administrative Trust Fund	0.06



JON P. PRECIADO
Business Manager

PETER SANTILLAN
Secretary-Treasurer

SERGIO RASCÓN
President

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LiUNA! SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Feel the Power

May 2, 2024

NOTICE TO CONTRACTORS

Under the terms of the 2022-2026 SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT, the Union is allocating the **July 1, 2024, \$3.30 per hour** increase as follows:

Wages	\$2.50
Health/Welfare	\$0.30
Annuity	\$0.45
Training	\$0.05

Based upon the above allocation, the following Wage and Fringe Benefit Schedule becomes effective July 1, 2024.

Hourly Rates

Journeyman Wage & Fringe Benefit Rates

Effective
July 1, 2024

Group 1 Base Wage	\$43.88
Group 2 Base Wage	\$44.43
Group 3 Base Wage	\$44.98
Group 4 Base Wage	\$46.53
Group 5 Base Wage	\$46.88
Watchman Base Wage	\$41.89
Water Truck Two-Axle Base Wage (See Appendix "D" for	\$44.88

Benefits

Health & Welfare	9.25 ✓
Pension	9.07 ✓
Vacation (Supplemental Dues \$1.99)	5.02 ✓
Annuity Fund	3.00 ✓
Training & Retraining	0.80 ✓
Center for Contract Compliance	0.30 ✓
Industry Fund	0.12 ✓
Contract Administration Fund	0.09 ✓
Laborers Trusts' Administrative Trust Fund	0.06 ✓
Partnership For Jobs Industry Advancement Fund	0.10 ✓

Increase
on all
Burdens,
Workers
comp,
Fica/Futa...
..

Residential Wage & Fringe Benefit Rates (See Appendix "A" for definition)

Cleanup, Landscaping, Fencing (Chain link or Wood): Base Wage	\$42.40
All other work on residential projects as described in MLA: Base Wage	\$43.40
Health & Welfare	9.25 ✓
Pension	6.51 ✓
Vacation (Supplemental Dues \$1.78)	4.12 ✓
Annuity Fund	3.00 ✓
Training & Retraining	0.80 ✓
Laborers Trusts' Administrative Trust Fund	0.06 ✓



INTERNATIONAL UNION OF OPERATING ENGINEERS

RONALD J. SIKORSKI
Business Manager
and
General Vice President

June 9, 2021

TO: ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2019-2022

As a result of the recent membership vote, the following wage rates and fringe benefits were agreed to and are noted below for your information.

Negotiated increases and effective date	<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
	*\$2.45	*\$2.45	*\$2.45

Effective July 1, 2021, the Hourly Wage Rates will be increased a total of One Dollar and forty cents (\$1.40), as noted below.

The Defined Contribution Plan (Annuity) will be increased One Dollar (\$1.00) to Three Dollars and fifty cents (\$3.50), for all hours worked or paid.

The Vacation-Holiday amount of Two Dollars and fifteen cents (\$2.15) will remain the same and the Supplemental Dues amount will be increased five cents (05¢) to One Dollar and forty-five cents (\$1.45), making the total Vacation-Holiday contribution Three Dollars and sixty cents (\$3.60), for all hours worked or paid.

Effective July 1, 2021, as agreed to in the 2019 negotiations, the Inertial Profiler Classification will be inserted into Appendix A, Classifications and Wage Rates in Group I of the Master Labor Agreement and said work will be assigned to an Operating Engineer.



Appendix A-1 through A-3
Classifications and Hourly Wage Rates

Effective 7-01-21

Appendix	Effective 7-01-21		
	A-1	**SS A-2	***MS A-3
GROUP I	\$ 49.65	\$ 50.15	\$ 50.65
GROUP II	50.43	50.93	51.43
GROUP III	50.72	51.22	51.72
GROUP IV	52.21	52.71	53.21
GROUP V	-----	-----	53.31
GROUP VI	52.43	52.93	53.43
GROUP VII	-----	-----	53.53
GROUP VIII	52.54	53.04	53.54
GROUP IX	-----	-----	53.64
GROUP X	52.66	53.16	53.66
GROUP XI	-----	-----	53.76
GROUP XII	52.83	53.33	53.83
GROUP XIII	52.93	53.43	53.93
GROUP XIV	52.96	53.46	53.96
GROUP XV	53.04	53.54	54.04
GROUP XVI	53.16	53.66	54.16
GROUP XVII	53.33	53.83	54.33
GROUP XVIII	53.43	53.93	54.43
GROUP XIX	53.54	54.04	54.54
GROUP XX	53.66	54.16	54.66
GROUP XXI	53.83	54.33	54.83
GROUP XXII	53.93	54.43	54.93
GROUP XXIII	54.04	54.54	55.04
GROUP XXIV	54.16	54.66	55.16
GROUP XXV	54.33	54.83	55.33

Appendix B-1 through B-3
Cranes, Piledriving & Hoisting Equipment

Effective 7-01-21

Appendix	Effective 7-01-21		
	B-1	**SS B-2	***MS B-3
GROUP I	\$ 51.00	\$ 51.50	\$ 52.00
GROUP II	51.78	52.28	52.78
GROUP III	52.07	52.57	53.07
GROUP IV	52.21	52.71	53.21
GROUP V	52.43	52.93	53.43
GROUP VI	52.54	53.04	53.54
GROUP VII	52.66	53.16	53.66
GROUP VIII	52.83	53.33	53.83
GROUP IX	53.00	53.50	54.00
GROUP X	54.00	54.50	55.00
GROUP XI	55.00	55.50	56.00
GROUP XII	56.00	56.50	57.00
GROUP XIII	57.00	57.50	58.00



INTERNATIONAL UNION OF OPERATING ENGINEERS

June 14, 2024

**TO: ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT**

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2022-2025

As a result of the June 8, 2024, General Membership Meeting and the negotiated increase due July 1, 2024, in the amount of Four Dollars (\$4.00), the following wage rates and fringe benefits were agreed to and are noted below for your information.

Negotiated increases and effective date	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
	*\$5.00	*\$4.00	*\$4.00

Effective July 1, 2024, the Hourly Wage Rates will be increased a total of Two Dollars and fifty cents (\$2.50), as noted below.

The Health and Welfare Fund will be increased thirty-five cents (35¢), to Thirteen Dollars and twenty cents (\$13.20), for all hours worked or paid.

The Pension contribution will be increased fifty cents (50¢), to Ten Dollars and sixty-five cents (\$10.65), for all hours worked or paid.

The Defined Contribution Plan (Annuity) will be increased fifty cents (50¢), to Five Dollars (\$5.00), for all hours worked or paid.

The Vacation-Holiday amount of Two Dollars and twenty-five cents (\$2.25) will remain the same and the Supplemental Dues amount will be increased ten cents (10¢) to One Dollar and seventy cents (\$1.70), making the total Vacation-Holiday contribution Three Dollars and ninety-five cents (\$3.95), for all hours worked or paid.

The Joint Apprentice Training/Journeyman Retraining Fund will be increased five cents (05¢), making a total of One Dollar and ten cents (\$1.10), for all hours worked or paid.

**** Special Shift *** Multi-Shift **** Special Sunday-Thursdays Shift**
A-2, B-2, C-2, E-2 - **\$1.00 over straight-time rate of pay
A-4, B-4, C-4, E-4**\$3.00 over straight-time rate of pay**

**Appendix A-1 through A-4
Classifications and Hourly Wage Rates**

Effective 7-01-24

Appendix	A-1	**SS A-2	***MS A-3	**** A-4
GROUP I	\$ 58.40	\$ 59.40	\$ 59.40	\$ 61.40
GROUP II	59.18	60.18	60.18	62.18
GROUP III	59.47	60.47	60.47	62.47
GROUP IV	60.96	61.96	61.96	63.96
GROUP V	-----	-----	62.06	65.06
GROUP VI	61.18	62.18	62.18	64.18
GROUP VII	-----	-----	62.28	65.28
GROUP VIII	61.29	62.29	62.29	64.29
GROUP IX	-----	-----	62.39	65.39
GROUP X	61.41	62.41	62.41	64.41
GROUP XI	-----	-----	62.51	65.51
GROUP XII	61.58	62.58	62.58	64.58
GROUP XIII	61.68	62.68	62.68	64.68
GROUP XIV	61.71	62.71	62.71	64.71
GROUP XV	61.79	62.79	62.79	64.79
GROUP XVI	61.91	62.91	62.91	64.91
GROUP XVII	62.08	63.08	63.08	65.08
GROUP XVIII	62.18	63.18	63.18	65.18
GROUP XIX	62.29	63.29	63.29	65.29
GROUP XX	62.41	63.41	63.41	65.41
GROUP XXI	62.58	63.58	63.58	65.58
GROUP XXII	62.68	63.68	63.68	65.68
GROUP XXIII	62.79	63.79	63.79	65.79
GROUP XXIV	62.91	63.91	63.91	65.91
GROUP XXV	63.08	64.08	64.08	66.08

**Appendix B-1 through B-4
Cranes, Piledriving & Hoisting Equipment**

Effective 7-01-24

Appendix	B-1	**SS B-2	***MS B-3	**** B-4
GROUP I	\$ 59.75	\$ 60.75	\$ 60.75	\$ 62.75
GROUP II	60.53	61.53	61.53	63.53
GROUP III	60.82	61.82	61.82	63.82
GROUP IV	60.96	61.96	61.96	63.96
GROUP V	61.18	62.18	62.18	64.18
GROUP VI	61.29	62.29	62.29	64.29
GROUP VII	61.41	62.41	62.41	64.41
GROUP VIII	61.58	62.58	62.58	64.58
GROUP IX	61.75	62.75	62.75	64.75
GROUP X	62.75	63.75	63.75	65.75
GROUP XI	63.75	64.75	64.75	66.75
GROUP XII	64.75	65.75	65.75	67.75
GROUP XIII	65.75	66.75	66.75	68.75

GROUP I

Effective

7/1/21

*\$37.43

Boring Machine Helper (outside)
 Certified Confined Space Laborer
 Cleaning and Handling of Panel Forms
 Concrete Curb and Gutter Laborer
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Demolition Laborer, the cleaning of brick if performed by an employee
 performing any other phase of demolition work, and the cleaning of lumber
 Environmental, Remediation, Monitoring Well, Toxic Waste & Geotechnical Drill Helper
 Expansion Joint Caulking by any method (including preparation and clean-up)
 Fiberoptic Installation, Blowing, Splicing, Testing and related work
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, Concrete
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Landscaping
 Laborer, Jetting
 Laborer, Refinery: all Laborers work in refineries, including but not limited to General Laborers work, firewatch, bottle
 watch, hole watch, Safety Attendant, fire blanket, weather protection, hydroblasting, distribution of drinking water,
 all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, concrete work,
 cleanup and janitorial cleanup, and catch fence
 Laborer, Temporary Water and Air Lines
 Metal Locker Installation and related work
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
 Post Hole Digger (Manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad
 Construction Track Laborers
 Rigging and Signaling
 Scaler
 Slip Form Raisers
 Tarmen and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method (including assisting in the moving and installation of construction signs,
 barriers barricade, delineators, cones, etc.)
 Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers work.
 Water Well Drill Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations
 *Water Truck - Two-Axle (see Appendix "D" for Wage & Fringe Benefit Rates)

GROUP II

Effective

7/1/21

*\$37.98

Asphalt Shoveler
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
 Cesspool Digger and Installer
 Chucktender
 Chute Man, pouring concrete, the handling of the chute from readymix trucks,
 such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
 Concrete Curer - Impervious Membrane and Form Oiler
 Cutting Torch Operator (Demolition)
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper, Pot Tender and Form Man
 Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
 Guinea Chaser
 Headerboard Man - Asphalt
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
 Laborer, Packing Rod Steel and Pans
 Membrane Vapor Barrier Installer
 Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)
 Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
 Brush Shredders
 Underground Laborers, including Caisson Bellow

GROUP III

Effective

7/1/21

*\$38.53

Asphalt, Installation of all fabrics
 Buggymobile Man

Bushing Hammer
 Compactor (all types including Tamper, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter
 Driller, Jackhammer, 2-1/2 feet drill steel or longer
 Dri Pak-It Machine
 Fence Erector
 Gas, Oil and/or Water Pipeline Wrapper – 6" Pipe and over by any method,
 inside and out
 Guardrail Erector
 Hydro Seeder and Similar Type
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic
 and similar type materials ("applying" means applying, dipping, brushing or
 handling of such materials for pipe wrapping and waterproofing)
 Material Hoseman (Walls, Slabs, Floors and Decks)
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement
 Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not
 separately classified herein; operation of remote controlled robotic tools in connection
 with Laborers' work
 Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking,
 diapering and including rubber gasket joints, pointing and any and all other
 services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Shot Blast Equipment Operator (8 to 48 inches)
 Small Skid Steer Loader
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

GROUP IV

Effective
 7/1/21
 \$40.08

Any Worker Exposed to Raw Sewage
 Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types)
 Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
 Concrete Handworking by any method or means
 Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
 Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided
 Lagging Hammer
 Head Rock Slinger
 High scaler (including drilling of same) * moved from Group III*
 Installer of Subsurface Instrumentation, Monitoring Wells or Points,
 Remediation Systems Installer
 Laborer, Asphalt-Rubber Distributor Bootman
 Laser Beam in connection with all Laborer's work
 Oversize Concrete Vibrator Operator, 70 pounds and over
 Pipelayer performing all services in the laying, installation and all forms of
 connection of pipe from the point of receiving pipe until completion
 of operation, including any and all forms of tubular material, whether pipe,
 metallic or non-metallic, conduit and any other stationary type of tubular device
 used for the conveying of any substance or element, whether water, sewage,
 solid, gas, air, or other product whatsoever and without regard to the nature of
 material from which the tubular material is fabricated; No-joint pipe and stripping
 of same; Industrial Pipefitter in connection with Laborers Work
 Prefabricated Manhole Installer
 Sandblaster (Nozzleman), Porta Shot-Blast, Water Blasting
 Subsurface imaging Laborer, including but not limited to the operation of ground and surface
 penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment; all
 subsurface imaging and mapping
 Traffic Lane Closure, Certified

GROUP V

Effective
 7/1/21
 \$40.43

Blasters Powderman – All work of loading holes, placing and blasting of all
 powder and explosives of whatever type, regardless of method used for such
 loading and placing
 Driller: All power drills, excluding Jackhammer,
 whether core, diamond, wagon, track, multiple unit, and any and all other types of
 mechanical drills without regard to the form of motive power
 Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
 Toxic Waste Removal
 Welding, certified or otherwise, in connection with Laborers Work

Watchman

Effective
 7/1/21
 \$35.44

APPRENTICESHIP – PROGRAM

Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman's rate of \$40.43 per hour. Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid on all Apprentices. Apprentices shall receive the appropriate increase to the Journeyman fringe benefit rate increases during the term of this Agreement.

	1 st Period	% of Rate	2 nd Period	% of Rate	3 rd Period	% of Rate	4 th Period	% of Rate	5 th Period	% of Rate	6 th Period	% of Rate	Jour. Group 5
Wage Rate	\$20.22	50%	\$22.24	55%	\$24.26	60%	\$28.30	70%	\$32.34	80%	\$34.37	85%	\$40.43
Health & Welfare	\$5.67	70%	\$5.67	70%	\$5.67	70%	\$5.67	70%	\$5.67	70%	\$5.67	70%	\$ 8.10
Pension	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$ 9.07
Vacation/Supp. Dues*	\$3.41	70%	\$3.41	70%	\$3.41	70%	\$3.41	70%	\$3.41	70%	\$3.41	70%	\$ 4.87
Annuity Fund	\$1.25	100%	\$1.25	100%	\$1.25	100%	\$1.25	100%	\$1.25	100%	\$1.25	100%	\$1.25
Training & Retraining	\$0.70	100%	\$0.70	100%	\$0.70	100%	\$0.70	100%	\$0.70	100%	\$0.70	100%	\$0.70
Center for Contract Compliance	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30
Industry Fund	\$0.08	100%	\$0.08	100%	\$0.08	100%	\$0.08	100%	\$0.08	100%	\$0.08	100%	\$ 0.08
Contract Administration Fund	\$0.07	100%	\$0.07	100%	\$0.07	100%	\$0.07	100%	\$0.07	100%	\$0.07	100%	\$0.07
Laborers Trusts' Admin. Trust Fund	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06
Partnership for Jobs Industry Adv. Fund	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10
Total Package	\$33.67		\$35.69		\$37.71		\$41.75		\$45.79		\$47.82		\$65.03
(Total Benefits)	(\$13.45)		(\$13.45)		(13.45)		(13.45)		(13.45)		(13.45)		(\$24.60)
Supplemental Dues *	\$1.29		\$1.29		\$1.29		\$1.29		\$1.29		\$1.29		\$1.84

Foreman

Laborer Foremen employed in accordance with the Agreement shall be paid not less than \$2.00 per hour more than the hourly wage rate of the highest Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than \$1.25 per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

Overtime

Time and one-half, except hours worked over 12 in a single workday, Sundays and holidays, which are double (2x) time

Subsistence

Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided. Subsistence shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California Laws.

SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS



Jon P. Preciado
Business Manager



INTERNATIONAL UNION OF OPERATING ENGINEERS

RONALD J. SIKORSKI
Business Manager
and
General Vice President

June 9, 2021

TO: ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2019-2022

As a result of the recent membership vote, the following wage rates and fringe benefits were agreed to and are noted below for your information.

Negotiated increases and effective date	<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
	*\$2.45	*\$2.45	*\$2.45

Effective July 1, 2021, the Hourly Wage Rates will be increased a total of One Dollar and forty cents (\$1.40), as noted below.

The Defined Contribution Plan (Annuity) will be increased One Dollar (\$1.00) to Three Dollars and fifty cents (\$3.50), for all hours worked or paid.

The Vacation-Holiday amount of Two Dollars and fifteen cents (\$2.15) will remain the same and the Supplemental Dues amount will be increased five cents (05¢) to One Dollar and forty-five cents (\$1.45), making the total Vacation-Holiday contribution Three Dollars and sixty cents (\$3.60), for all hours worked or paid.

Effective July 1, 2021, as agreed to in the 2019 negotiations, the Inertial Profiler Classification will be inserted into Appendix A, Classifications and Wage Rates in Group I of the Master Labor Agreement and said work will be assigned to an Operating Engineer.



Appendix A-1 through A-3
Classifications and Hourly Wage Rates

Effective 7-01-21

Appendix	Effective 7-01-21		
	A-1	**SS A-2	***MS A-3
GROUP I	\$ 49.65	\$ 50.15	\$ 50.65
GROUP II	50.43	50.93	51.43
GROUP III	50.72	51.22	51.72
GROUP IV	52.21	52.71	53.21
GROUP V	-----	-----	53.31
GROUP VI	52.43	52.93	53.43
GROUP VII	-----	-----	53.53
GROUP VIII	52.54	53.04	53.54
GROUP IX	-----	-----	53.64
GROUP X	52.66	53.16	53.66
GROUP XI	-----	-----	53.76
GROUP XII	52.83	53.33	53.83
GROUP XIII	52.93	53.43	53.93
GROUP XIV	52.96	53.46	53.96
GROUP XV	53.04	53.54	54.04
GROUP XVI	53.16	53.66	54.16
GROUP XVII	53.33	53.83	54.33
GROUP XVIII	53.43	53.93	54.43
GROUP XIX	53.54	54.04	54.54
GROUP XX	53.66	54.16	54.66
GROUP XXI	53.83	54.33	54.83
GROUP XXII	53.93	54.43	54.93
GROUP XXIII	54.04	54.54	55.04
GROUP XXIV	54.16	54.66	55.16
GROUP XXV	54.33	54.83	55.33

Appendix B-1 through B-3
Cranes, Piledriving & Hoisting Equipment

Effective 7-01-21

Appendix	Effective 7-01-21		
	B-1	**SS B-2	***MS B-3
GROUP I	\$ 51.00	\$ 51.50	\$ 52.00
GROUP II	51.78	52.28	52.78
GROUP III	52.07	52.57	53.07
GROUP IV	52.21	52.71	53.21
GROUP V	52.43	52.93	53.43
GROUP VI	52.54	53.04	53.54
GROUP VII	52.66	53.16	53.66
GROUP VIII	52.83	53.33	53.83
GROUP IX	53.00	53.50	54.00
GROUP X	54.00	54.50	55.00
GROUP XI	55.00	55.50	56.00
GROUP XII	56.00	56.50	57.00
GROUP XIII	57.00	57.50	58.00

TO ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT
June 9, 2021
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**Appendix C-1 through C-3
Surveyors**

Effective 7-01-21

****SS ***MS**

<u>Appendix</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>
GROUP I	\$ 51.57	\$ 52.07	\$ 52.57
GROUP II	52.21	52.71	53.21
GROUP III	52.43	52.93	53.43
GROUP IV	52.71	53.21	53.71
GROUP V	54.51	55.01	55.51
GROUP VI	52.93	53.43	53.93
GROUP VII	56.56	57.06	57.56
GROUP VIII	54.51	55.01	55.51
GROUP IX	56.56	57.06	57.56
GROUP X	57.26	57.76	58.26

Appendix D-1 - Tunnel Group

Effective 7-01-21

<u>Appendix</u>	<u>D-1</u>
GROUP I	\$ 51.50
GROUP II	52.28
GROUP III	52.57
GROUP IV	52.71
GROUP V	52.93
GROUP VI	53.04
GROUP VII	53.16
GROUP VIII	54.51
GROUP IX	53.46
GROUP X	56.56
GROUP XI	57.26

**Appendix E-1 through E-3
Field Soils and Material Tester
Building/Construction Inspector**

Effective 7-01-21

****SS ***MS**

<u>Appendix</u>	<u>E-1</u>	<u>E-2</u>	<u>E-3</u>
GROUP I (Old Group 2)	\$ 50.43	\$ 50.93	\$ 51.43
GROUP II (Old Group 4)	52.21	52.71	53.21
GROUP III	54.21	54.71	55.21

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee, (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

** Special Shift *** Multi-Shift

TO ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

June 9, 2021

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APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2 and A-3

*Based on Appendix E, Group II, E-1, E-2 and E-3
(Building/Construction Inspector)*

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

0 - 1000	hours	-	Step I	@ 60%
1000-2000	hours	-	Step II	@ 65%
2000-3000	hours	-	Step III	@ 70%
3000-4000	hours	-	Step IV	@ 75%
4000-5000	hours	-	Step V	@ 80%
5000-6000	hours	-	Step VI	@ 90%

All shift pay or premiums entitled to be paid under the terms of this agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this agreement.

Effective July 1, 2019, the subsistence rate will be Sixty Dollars (\$60.00) per day.

If the Employer furnishes the employees a suitable room, the employee shall receive Thirty Dollars (\$30.00) per day subsistence allowance.

Effective July 1, 2019, the subsistence rate will be Sixty-Two Dollars (\$62.00) per day in the counties of Inyo and Mono.

If the Employer furnishes the employees a suitable room, the employee shall receive Thirty-Two Dollars (\$32.00) per day subsistence allowance in the counties of Inyo and Mono.

Per Article XIX, Section T, of the Southern California Master Labor Agreement, effective July 1, 2019, the areas inside the boundaries of China Lake Naval Reserve, Vandenberg Air Force Base, Point Arguello, Seely Naval Base, Fort Irwin Army Base, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards Air Force Base and 29 Palms Marine Base, Zone Pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Seven Dollars and fifty cents (\$7.50) per hour above the regular rate and shall become the base rate for the entire shift.

TO ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

June 9, 2021

Page 5

Zone pay is hereafter established effective July 9, 2007, and defined as Exhibit "B" subject to the exceptions noted below, zone pay shall be paid at the rate of Two Dollars (\$2.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the northern portion of "Exhibit B" delineated by the color blue.

Those areas defined in "Exhibit B" by the color yellow shall be One Dollar (\$1.00) per hour above their regular rate of pay and shall become their base rate for the entire shift.

Effective July 1, 2019, it was agreed in negotiations the tool allowance for all Heavy Duty Repairmen or Heavy Duty Repairman Combinations will be increased from fifty cents (50¢) to One Dollar (\$1.00) per hour.

Effective July 9, 2007, it was agreed in negotiations the Foreman pay will be increased from One Dollar and fifty cents (\$1.50) to Two Dollars (\$2.00) per hour.

Effective July 1, 2001, it was agreed in negotiations the hazardous material pay will be increased from One Dollar (\$1.00) to Two Dollars (\$2.00) per hour.

FRINGE BENEFIT CONTRIBUTIONS:**EFFECTIVE DATES**

	<u>7-01-18</u>	<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>	<u>7-01-22</u>
Health and Welfare	\$11.45	\$11.60	\$11.85	\$11.85	
Pension	9.65	9.65	9.65	9.65	
Defined Contribution Plan (Annuity)	1.00	1.50	2.50	3.50	
Vacation-Holiday (\$2.15) and Supplemental Dues (\$1.45)	3.55	3.55	3.55	3.60	
Joint Apprentice Training/ Journeyman Retraining Fund	1.00	1.05	1.05	1.05	
Engineers Contract Compliance Comm. (ECCC) ..	0.15	0.15	0.15	0.15	
So. Calif. Partnership for Jobs Fund	0.10	0.10	0.10	0.10	

Please place these new rates into effect July 1, 2021.

Very truly yours,

Ronald J. Sikorski, Business Manager
I. U. O. E., Local Union No. 12 and
General Vice President



By: David Sikorski, Financial Secretary
I. U. O. E., Local Union No. 12

RJS:DS:kld



JON P. PRECIADO
Business Manager

PETER SANTILLAN
Secretary-Treasurer

SERGIO RASCÓN
President

**AFFILIATED LOCALS
SOUTHERN CALIFORNIA**

BURBANK
LOCAL 345

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 1309

LOS ANGELES
LOCAL 300

ORANGE COUNTY
LOCAL 652

POMONA
LOCAL 1414

**RIVERSIDE AND IMPERIAL
COUNTIES**
LOCAL 1184

**SAN BERNARDINO, INYO,
AND MONO COUNTIES**
LOCAL 783

SAN DIEGO
LOCAL 89

VENTURA
LOCAL 585

**KERN,
SAN LUIS OBISPO, AND
SANTA BARBARA COUNTIES**
LOCAL 220

ARIZONA
PHOENIX, AZ
LOCAL 1184

NEW MEXICO
ALBUQUERQUE, NM
LOCAL 16

**SOUTHERN CALIFORNIA
DISTRICT COUNCIL OF
LABORERS**
1123 Park View Dr., Suite 300
Covina, CA 91724
Phone (626) 350-6900
Fax (626) 350-7583
www.scdcl.org

LiUNA! SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Feel the Power

May 2, 2024

NOTICE TO CONTRACTORS

Under the terms of the 2022-2026 SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT, the Union is allocating the **July 1, 2024, \$3.30 per hour increase** as follows:

Wages	\$2.50
Health/Welfare	\$0.30
Annuity	\$0.45
Training	\$0.05

Based upon the above allocation, the following Wage and Fringe Benefit Schedule becomes effective July 1, 2024.

Hourly Rates

Journeyman Wage & Fringe Benefit Rates

Effective
July 1, 2024

Group 1 Base Wage	\$43.88
Group 2 Base Wage	\$44.43
Group 3 Base Wage	\$44.98
Group 4 Base Wage	\$46.53
Group 5 Base Wage	\$46.88
Watchman Base Wage	\$41.89
Water Truck Two-Axle Base Wage (See Appendix "D" for Benefits)	\$44.88
Health & Welfare	9.25 ✓
Pension	9.07 ✓
Vacation (Supplemental Dues \$1.99)	5.02
Annuity Fund	3.00 ✓
Training & Retraining	0.80 ✓
Center for Contract Compliance	0.30
Industry Fund	0.12
Contract Administration Fund	0.09
Laborers Trusts' Administrative Trust Fund	0.06
Partnership For Jobs Industry Advancement Fund	0.10

Residential Wage & Fringe Benefit Rates (See Appendix "A" for definition)

Cleanup, Landscaping, Fencing (Chain link or Wood): Base Wage	\$42.40
All other work on residential projects as described in MLA: Base Wage	\$43.40
Health & Welfare	9.25 ✓
Pension	6.51 ✓
Vacation (Supplemental Dues \$1.78)	4.12
Annuity Fund	3.00 ✓
Training & Retraining	0.80
Laborers Trusts' Administrative Trust Fund	0.06

27.81

GROUP I

Effective

7/1/24

\$43.88

Boring Machine Helper (outside)
 Certified Confined Space Laborer
 Cleaning and Handling of Panel Forms
 Concrete Curb and Gutter Laborer
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Environmental, Remediation, Monitoring Well, Toxic Waste & Geotechnical Drill Helper
 Expansion Joint Caulking by any method (including preparation and clean-up)
 Fiberoptic Installation, Blowing, Splicing, Testing and related work
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, Concrete
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Landscaping
 Laborer, Jetting
 Laborer, Refinery: all Laborers work in refineries, including but not limited to General Laborers work, firewatch, bottle watch, hole watch, Safety Attendant, fire blanket, weather protection, hydroblasting, distribution of drinking water, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, concrete work, cleanup and janitorial cleanup, and catch fence
 Laborer, Temporary Water and Air Lines
 Metal Locker Installation and related work
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
 Post Hole Digger (Manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad
 Construction Track Laborers
 Rigging and Signaling
 Scaler
 Slip Form Raisers
 Tarmen and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)
 Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers work.
 Water Well Drill Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations
 *Water Truck - Two-Axle (\$1.00 over group 1 wage scale; see Appendix "D" for Wage & Fringe Benefit Rates)

GROUP II

Effective

7/1/24

\$44.43

Asphalt Shoveler
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
 Cesspool Digger and Installer
 Chucktender
 Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
 Concrete Curer - Impervious Membrane and Form Oiler
 Cutting Torch Operator
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper, Pot Tender and Form Man
 Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
 Guinea Chaser
 Headerboard Man - Asphalt
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
 Laborer, Packing Rod Steel and Pans
 Membrane Vapor Barrier Installer
 Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)
 Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
 Brush Shredders
 Underground Laborers, including Caisson Bellowers

GROUP III

Effective

7/1/24

\$44.98

Asphalt, Installation of all fabrics
 Buggymobile Man

Bushing Hammer
 Compactor (all types including Tamper, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter
 Driller, Jackhammer, 2-1/2 feet drill steel or longer
 Dri Pak-It Machine
 Fence Erector
 Gas, Oil and /or Water Pipeline Wrapper – 6" Pipe and over by any method,
 inside and out
 Guardrail Erector
 Hydro Seeder and Similar Type
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic
 and similar type materials ("applying" means applying, dipping, brushing or
 handling of such materials for pipe wrapping and waterproofing)
 Material Hoseman (Walls, Slabs, Floors and Decks)
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement
 Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not
 separately classified herein; operation of remote controlled robotic tools in connection
 with Laborers' work
 Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking,
 diapering and including rubber gasket joints, pointing and any and all other
 services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Shot Blast Equipment Operator (8 to 48 inches)
 Small Skid Steer Loader
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

GROUP IV

Any Worker Exposed to Raw Sewage
 Asphalt Raker, Lute-man, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types)
 Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
 Concrete Handworking by any method or means
 Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
 Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided
 Lagging Hammer
 Head Rock Slinger
 High scaler (including drilling of same)
 Installer of Subsurface Instrumentation, Monitoring Wells or Points,
 Remediation Systems Installer
 Laborer, Asphalt-Rubber Distributor Bootman
 Laser Beam in connection with all Laborer's work
 Oversize Concrete Vibrator Operator, 70 pounds and over
 Pipelayer performing all services in the laying, installation and all forms of
 connection of pipe from the point of receiving pipe until completion
 of operation, including any and all forms of tubular material, whether pipe,
 metallic or non-metallic, conduit and any other stationary type of tubular device
 used for the conveying of any substance or element, whether water, sewage,
 solid, gas, air, or other product whatsoever and without regard to the nature of
 material from which the tubular material is fabricated; No-joint pipe and stripping
 of same; Industrial Pipefitter in connection with Laborers Work
 Prefabricated Manhole Installer
 Sandblaster (Nozzleman), Porta Shot-Blast, Water Blasting
 Subsurface imaging Laborer, including but not limited to the operation of ground and surface
 penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment; all
 subsurface imaging and mapping
 Traffic Lane Closure, Certified

Effective
 7/1/24
 \$46.53

GROUP V

Blasters Powderman – All work of loading holes, placing and blasting of all
 powder and explosives of whatever type, regardless of method used for such
 loading and placing
 Driller: All power drills, excluding Jackhammer,
 whether core, diamond, wagon, track, multiple unit, and any and all other types of
 mechanical drills without regard to the form of motive power
 Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
 Toxic Waste Removal
 Welding, certified or otherwise, in connection with Laborers Work

Effective
 7/1/24
 \$46.88

Watchman

Effective
 7/1/24
 \$41.89

APPRENTICESHIP – PROGRAM

Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman's rate of **\$46.88** per hour. Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid on all Apprentices. Apprentices shall receive the appropriate increase to the Journeyman fringe benefit rate increases during the term of this Agreement.

	1 st Period	% of Rate	2 nd Period	% of Rate	3 rd Period	% of Rate	4 th Period	% of Rate	5 th Period	% of Rate	6 th Period	% of Rate	Jour. Group 5
<i>Wage Rate</i>	\$23.44	50%	\$25.78	55%	\$28.13	60%	\$32.82	70%	\$37.50	80%	\$39.85	85%	\$46.88
<i>Health & Welfare</i>	\$6.48	70%	\$6.48	70%	\$6.48	70%	\$6.48	70%	\$6.48	70%	\$6.48	70%	\$9.25
<i>Pension</i>	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$1.81	20%	\$9.07
<i>Vacation/Supp. Dues*</i>	\$3.51	70%	\$3.51	70%	\$3.51	70%	\$3.51	70%	\$3.51	70%	\$3.51	70%	\$5.02
<i>Annuity Fund</i>	\$3.00	100%	\$3.00	100%	\$3.00	100%	\$3.00	100%	\$3.00	100%	\$3.00	100%	\$3.00
<i>Training & Retraining</i>	\$0.80	100%	\$0.80	100%	\$0.80	100%	\$0.80	100%	\$0.80	100%	\$0.80	100%	\$0.80
<i>Center for Contract Compliance</i>	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30	100%	\$0.30
<i>Industry Fund</i>	\$0.12	100%	\$0.12	100%	\$0.12	100%	\$0.12	100%	\$0.12	100%	\$0.12	100%	\$0.12
<i>Contract Administration Fund</i>	\$0.09	100%	\$0.09	100%	\$0.09	100%	\$0.09	100%	\$0.09	100%	\$0.09	100%	\$0.09
<i>Laborers Trusts' Admin. Trust Fund</i>	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06
<i>Partnership for Jobs Industry Adv. Fund</i>	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10	100%	\$0.10
<i>Total Package</i>	\$39.71		\$42.05		\$44.40		\$49.09		\$53.77		\$56.12		\$74.69
<i>Total Benefits</i>	\$16.27		\$16.27		\$16.27		\$16.27		\$16.27		\$16.27		\$27.81
<i>Supplemental Dues *</i>	\$1.39		\$1.39		\$1.39		\$1.39		\$1.39		\$1.39		\$1.99

Foreman

Laborer Foremen employed in accordance with the Agreement shall be paid not less than \$2.00 per hour more than the hourly wage rate of the highest Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than \$2.00 per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

Overtime

Time and one-half, except hours worked over 12 in a single workday, Sundays and holidays, which are double (2x) time

Subsistence

Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided. Subsistence shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

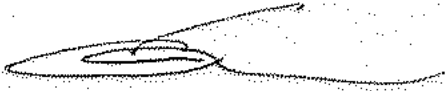
In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California Laws.

Future Increases (to be allocated by the Union):

July 1, 2025: \$3.40 an hour

Sincerely,

SOUTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS



Jon P. Preciado
Business Manager



INTERNATIONAL UNION OF OPERATING ENGINEERS

June 14, 2024

**TO: ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT**

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2022-2025

As a result of the June 8, 2024, General Membership Meeting and the negotiated increase due July 1, 2024, in the amount of Four Dollars (\$4.00), the following wage rates and fringe benefits were agreed to and are noted below for your information.

Negotiated increases and effective date	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
	*\$5.00	*\$4.00	*\$4.00

Effective July 1, 2024, the Hourly Wage Rates will be increased a total of Two Dollars and fifty cents (\$2.50), as noted below.

The Health and Welfare Fund will be increased thirty-five cents (35¢), to Thirteen Dollars and twenty cents (\$13.20), for all hours worked or paid.

The Pension contribution will be increased fifty cents (50¢), to Ten Dollars and sixty-five cents (\$10.65), for all hours worked or paid.

The Defined Contribution Plan (Annuity) will be increased fifty cents (50¢), to Five Dollars (\$5.00), for all hours worked or paid.

The Vacation-Holiday amount of Two Dollars and twenty-five cents (\$2.25) will remain the same and the Supplemental Dues amount will be increased ten cents (10¢) to One Dollar and seventy cents (\$1.70), making the total Vacation-Holiday contribution Three Dollars and ninety-five cents (\$3.95), for all hours worked or paid.

The Joint Apprentice Training/Journeyman Retraining Fund will be increased five cents (05¢), making a total of One Dollar and ten cents (\$1.10), for all hours worked or paid.

**** Special Shift *** Multi-Shift **** Special Sunday-Thursday Shift**
A-2, B-2, C-2, E-2 - **\$1.00 over straight-time rate of pay
A-4, B-4, C-4, E-4**\$3.00 over straight-time rate of pay**

Appendix A-1 through A-4
Classifications and Hourly Wage Rates

Effective 7-01-24

Appendix	A-1	**SS A-2	***MS A-3	**** A-4
GROUP I	\$ 58.40	\$ 59.40	\$ 59.40	\$ 61.40
GROUP II	59.18	60.18	60.18	62.18
GROUP III	59.47	60.47	60.47	62.47
GROUP IV	60.96	61.96	61.96	63.96
GROUP V	-----	-----	62.06	65.06
GROUP VI	61.18	62.18	62.18	64.18
GROUP VII	-----	-----	62.28	65.28
GROUP VIII	61.29	62.29	62.29	64.29
GROUP IX	-----	-----	62.39	65.39
GROUP X	61.41	62.41	62.41	64.41
GROUP XI	-----	-----	62.51	65.51
GROUP XII	61.58	62.58	62.58	64.58
GROUP XIII	61.68	62.68	62.68	64.68
GROUP XIV	61.71	62.71	62.71	64.71
GROUP XV	61.79	62.79	62.79	64.79
GROUP XVI	61.91	62.91	62.91	64.91
GROUP XVII	62.08	63.08	63.08	65.08
GROUP XVIII	62.18	63.18	63.18	65.18
GROUP XIX	62.29	63.29	63.29	65.29
GROUP XX	62.41	63.41	63.41	65.41
GROUP XXI	62.58	63.58	63.58	65.58
GROUP XXII	62.68	63.68	63.68	65.68
GROUP XXIII	62.79	63.79	63.79	65.79
GROUP XXIV	62.91	63.91	63.91	65.91
GROUP XXV	63.08	64.08	64.08	66.08

Appendix B-1 through B-4
Cranes, Piledriving & Hoisting Equipment

Effective 7-01-24

Appendix	B-1	**SS B-2	***MS B-3	**** B-4
GROUP I	\$ 59.75	\$ 60.75	\$ 60.75	\$ 62.75
GROUP II	60.53	61.53	61.53	63.53
GROUP III	60.82	61.82	61.82	63.82
GROUP IV	60.96	61.96	61.96	63.96
GROUP V	61.18	62.18	62.18	64.18
GROUP VI	61.29	62.29	62.29	64.29
GROUP VII	61.41	62.41	62.41	64.41
GROUP VIII	61.58	62.58	62.58	64.58
GROUP IX	61.75	62.75	62.75	64.75
GROUP X	62.75	63.75	63.75	65.75
GROUP XI	63.75	64.75	64.75	66.75
GROUP XII	64.75	65.75	65.75	67.75
GROUP XIII	65.75	66.75	66.75	68.75

TO ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

June 14, 2024

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Appendix C-1 through C-4

Surveyors

Effective 7-01-24

Appendix

	C-1	**SS C-2	***MS C-3	**** C-4
GROUP I	\$ 60.32	\$ 61.32	\$ 61.32	\$ 63.32
GROUP II	60.96	61.96	61.96	63.96
GROUP III	61.18	62.18	62.18	64.18
GROUP IV	61.46	62.46	62.46	64.46
GROUP V	63.26	64.26	64.26	66.26
GROUP VI	61.68	62.68	62.68	64.68
GROUP VII	65.31	66.31	66.31	68.31
GROUP VIII	63.26	64.26	64.26	66.26
GROUP IX	65.31	66.31	66.31	68.31
GROUP X	66.01	67.01	67.01	69.01

Appendix D-1 - Tunnel Group

Effective 7-01-24

Appendix

	D-1
GROUP I	\$ 60.25
GROUP II	61.03
GROUP III	61.32
GROUP IV	61.46
GROUP V	61.68
GROUP VI	61.79
GROUP VII	61.91
GROUP VIII	63.26
GROUP IX	62.21
GROUP X	65.31
GROUP XI	66.01

Appendix E-1 through E-4

Effective 7-01-24

Field Soils and Material Tester

Building/Construction Inspector

	SS E-1	*MS E-2	**** E-3	***** E-4
GROUP I	\$ 59.18	\$ 60.18	\$ 60.18	\$ 62.18
GROUP II	60.96	61.96	61.96	63.96
GROUP III	62.96	63.96	63.96	65.96

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee, (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

TO ALL CONTRACTORS SIGNATORY TO THE SOUTHERN
CALIFORNIA SHORT FORM CONSTRUCTION AGREEMENT

June 14, 2024

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APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2, A-3, and A-4

*Based on Appendix E, Group II, E-1, E-2, E-3, and E-4
(Building/Construction Inspector)*

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

0 - 1000	hours	-	Step I	@ 60%
1000-2000	hours	-	Step II	@ 65%
2000-3000	hours	-	Step III	@ 70%
3000-4000	hours	-	Step IV	@ 75%
4000-5000	hours	-	Step V	@ 80%
5000-6000	hours	-	Step VI	@ 90%

All shift pay or premiums entitled to be paid under the terms of this agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this agreement.

Effective July 1, 2022, the subsistence rate will be Eighty Dollars (\$80.00) per day.

If the Employer furnishes the employees a suitable room, the employee shall receive Thirty Dollars (\$30.00) per day subsistence allowance.

Effective July 1, 2022, the subsistence rate will be Eighty-Two Dollars (\$82.00) per day in the counties of Inyo and Mono.

If the Employer furnishes the employees a suitable room, the employee shall receive Thirty-Two Dollars (\$32.00) per day subsistence allowance in the counties of Inyo and Mono.

Per Article XIX, Section T, of the Southern California Master Labor Agreement, effective July 1, 2022, the areas inside the boundaries of China Lake Naval Reserve, Vandenberg Air Force Base, Point Arguello, Seely Naval Base, Fort Irwin Army Base, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards Air Force Base and 29 Palms Marine Base, Zone Pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Ten Dollars (\$10.00) per hour above the regular rate and shall become the base rate for the entire shift.

Zone pay is hereafter established effective July 9, 2007, and defined as Exhibit "B" subject to the exceptions noted below, zone pay shall be paid at the rate of Two Dollars (\$2.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the northern portion of "Exhibit B" delineated by the color blue.

June 14, 2024

Page 5

Those areas defined in "Exhibit B" by the color yellow shall be One Dollar (\$1.00) per hour above their regular rate of pay and shall become their base rate for the entire shift.

Effective July 1, 2022, it was agreed in negotiations the additional pay for Operators on hoists with three (3) drums will be increased from fifteen cents (15¢) to fifty cents (50¢) per hour. The additional pay shall be added to the regular rate of pay and become the base rate for the entire shift.

Effective July 1, 2019, it was agreed in negotiations the tool allowance for all Heavy Duty Repairmen or Heavy Duty Repairman Combinations will be increased from fifty cents (50¢) to One Dollar (\$1.00) per hour.

Effective July 9, 2007, it was agreed in negotiations the Foreman pay will be increased from One Dollar and fifty cents (\$1.50) to Two Dollars (\$2.00) per hour.

Effective July 1, 2001, it was agreed in negotiations the hazardous material pay will be increased from One Dollar (\$1.00) to Two Dollars (\$2.00) per hour.

FRINGE BENEFIT CONTRIBUTIONS:

	<u>EFFECTIVE DATES</u>			
	<u>7-01-21</u>	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
Health and Welfare.....	\$11.85	\$12.35	\$12.85	\$13.20
Pension.....	9.65	9.65	10.15	10.65
Defined Contribution Plan (Annuity).....	3.50	3.50	4.50	5.00
Vacation-Holiday (\$2.25) and Supplemental Dues (\$1.70)	3.60	3.85	3.85	3.95
Joint Apprentice Training/ Journeyman Retraining Fund.....	1.05	1.05	1.05	1.10
Engineers Contract Compliance Comm. (ECCC)	0.15	0.15	0.15	0.15
So. Calif. Partnership for Jobs Fund.....	0.10	0.10	0.10	0.10

Please place these new rates into effect July 1, 2024.

Very truly yours,

David K. Sikorski, Business Manager
I. U. O. E., Local Union No. 12



By: Perry Hawkins III, Financial Secretary
I. U. O. E., Local Union No. 12

DKS:PH:mr

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 #: 195.1

Date: 2-28-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 365 - CDR 195.1 - Phase I Offsite Improvement Plans - Phase I (Inland Building - Added Curb Ramps)	
Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.	
Modification to the hardscape at both entries along Driskell Street and La Puerta Avenue.	
This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.	\$ 41,938.00
This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.	

- ☐ 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 Alamillo By: _____ By: _____
Date: 2025-02-28 Date: _____ Date: _____

OWNER - Oxnard School District

By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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 365 - CDR 195.1 - Phase I Offsite Improvement Plans - Phase I (Inland Building - Added Curb Ramps)

Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.

Modification to the hardscape at both entries along Driskell Street and La Puerta Avenue.

This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.

This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.

A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24			
Inland Building - Site Concrete			
Added curb ramps per Sheets 2 & 3 of 9		\$	32,854.00
Overhead & Profit at 15%		\$	4,928.10
Bond at 1.5%		\$	566.73
Insurance at 1%		\$	377.82
		Subtotal A: \$	38,726.65
B. General Contractor's Cost			
Balfour Beatty General Conditions			<i>To be submitted separately</i>
Material (See attached supporting documentation.)			N/A
Taxes at 9.5% of Material			N/A
Labor (includes Fringe Benefits)			included above
Payroll Taxes and Insurances at 9.5% of Labor			included above
Construction Equipment (see attached supporting documentation)			N/A
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	5%	\$	1,936.33
Overhead & Profit 10% of Subtotal B	10%	\$	-
		Subtotal D: \$	1,936.33
D. Bond at 1%	1%	Subtotal E: \$	419.38
E. Builders Risk Insurance at 1%	1%	Subtotal F: \$	419.38
F. General Liability at 1.04%	1.04%	Subtotal G: \$	436.16
Grand Total = (A + B + C + D + E + F)		\$	41,938.00

☐ The request could potentially Increase the Milestones and/or Contract Time by **553** calendar da Phase I Completion of July 18, 2025

Rafael Alamillo, Project Manager - Balfour Beatty

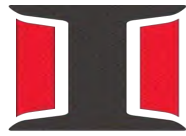
Print Name & Title (General Contractor)



Signature

2025-02-28

Date



IBCC

Inland Building Construction Companies, Inc.

Change Request Cost Breakdown

Off-site Additions: Added curb Ramps per sheets 2 & 3 of 9

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman	48	Hrs	\$112.33	\$5391.84	
Carpenter	144	Hrs	\$97.27	\$14006.88	
Materials					
Concrete	8	Cy	\$237.00	\$1896.00	
Concrete Shortload Charge	2	Cy	\$50.00	\$400.00	Yards Not Used
Concrete PW Contract Fee	1	Ea	\$2000.00	\$2000.00	
Class II Agg. Base	5	Ton	\$68.05	\$340.25	
Truncated Domes	51	SF	\$20	\$1020.00	
Equipment					
Concrete Saw	3	Day	\$105.00	\$315.00	
Dump Fees	3	Loads	\$180.00	\$540.00	
Rental Equipment					
Skid Steer (Bobcat)	4	Day	\$491.00	\$1964.00	
Skid Steer Mini Excavator	4	Day	\$491.00	\$1964.00	
Enviro / Delivery / Pick up Fees	3	Each	\$1005.50	\$3016.50	
Sub Total Labor				\$19398.72	
Sub Total Material				\$5656.25	
Sub Total Equipment				\$7799.50	

Rental rate on next page

Crew Truck

Branch:
Ventura, CA (4163)
2509 N Ventura Avenue
Ventura, CA 93001-1201
Phone: (805) 826-0300
Fax: (805) 826-0301

Jobsite:
Rose Ave Elementary
220 S Driskill St
Oxnard, CA 93030

Rental Estimate
431323
Customer # 1098931
Purchase Order #
Ordered By Shane Ward
Phone (951) 265-1417
Quote Date 06/21/2024
Expiration Date 07/21/2024
Date Out 07/29/2024 08:00 AM
Est. Return Date 08/25/2024 05:00 PM
Created By Randy Dvorak

Customer:
INLAND BUILDING CONSTRUCTION CO INC
323 S Sierra Way
San Bernardino, CA 92408-1422

Jobsite Contact:
Name:
Phone:

Sales Rep: Randy Dvorak

Phone: (805) 636-9724

Rental Items					
Qty	Description	Day	Week	4 Week	Est. Total
1	SkidSteer Tracked 1891-2200#	\$491.00	\$1,333.00	\$3,116.00	\$3,116.00
	Delivery Charge				\$165.00
	Pick Up Charge				\$165.00
1	Skip Loader 4WD	\$431.00	\$1,352.00	\$2,741.00	\$2,741.00
1	Water Truck 2000 Gallon	\$500.00	\$1,810.00	\$4,083.00	\$4,083.00
1	Dozer LGP 50 ROPS	\$720.00	\$1,800.00	\$5,500.00	\$5,500.00
Misc./Sales Items					
Qty	Description	Price	UoM		Est. Total
1	Environment Fee				\$386.01
1	Loss Damage Waiver				\$2,316.00
				Est. Subtotal	\$18,472.01
				Est. Tax	\$1,479.17
				Est. Total	\$19,951.18

*Actual charges based on rental amount. For information, see Section 5 of the Rental Agreement Terms and Conditions or visit he-equipment.com/resources

Lessee will be charged for fuel usage, at a rate of \$9.50/gallon, upon return. Lessee is responsible for terminating the rental by calling (805) 826-0300.

Pursuant to the terms and conditions of this agreement, Lessee must provide acceptable proof of insurance, and Lessee's failure to provide proof of insurance will trigger the applicable loss damage waiver provisions outlined on the reverse side. The charge for loss damage waiver, if imposed, will be 15% of the gross rental rate.

LESSEE LEASES THE EQUIPMENT ACCORDING TO THE RENTAL TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT.

Note, loss damage waiver is not insurance.

BY ACCEPTING DELIVERY OF THE EQUIPMENT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND TO THE PURCHASE OF A LOSS DAMAGE WAIVER WHERE APPLICABLE

x

Lessee-Customer's Signature

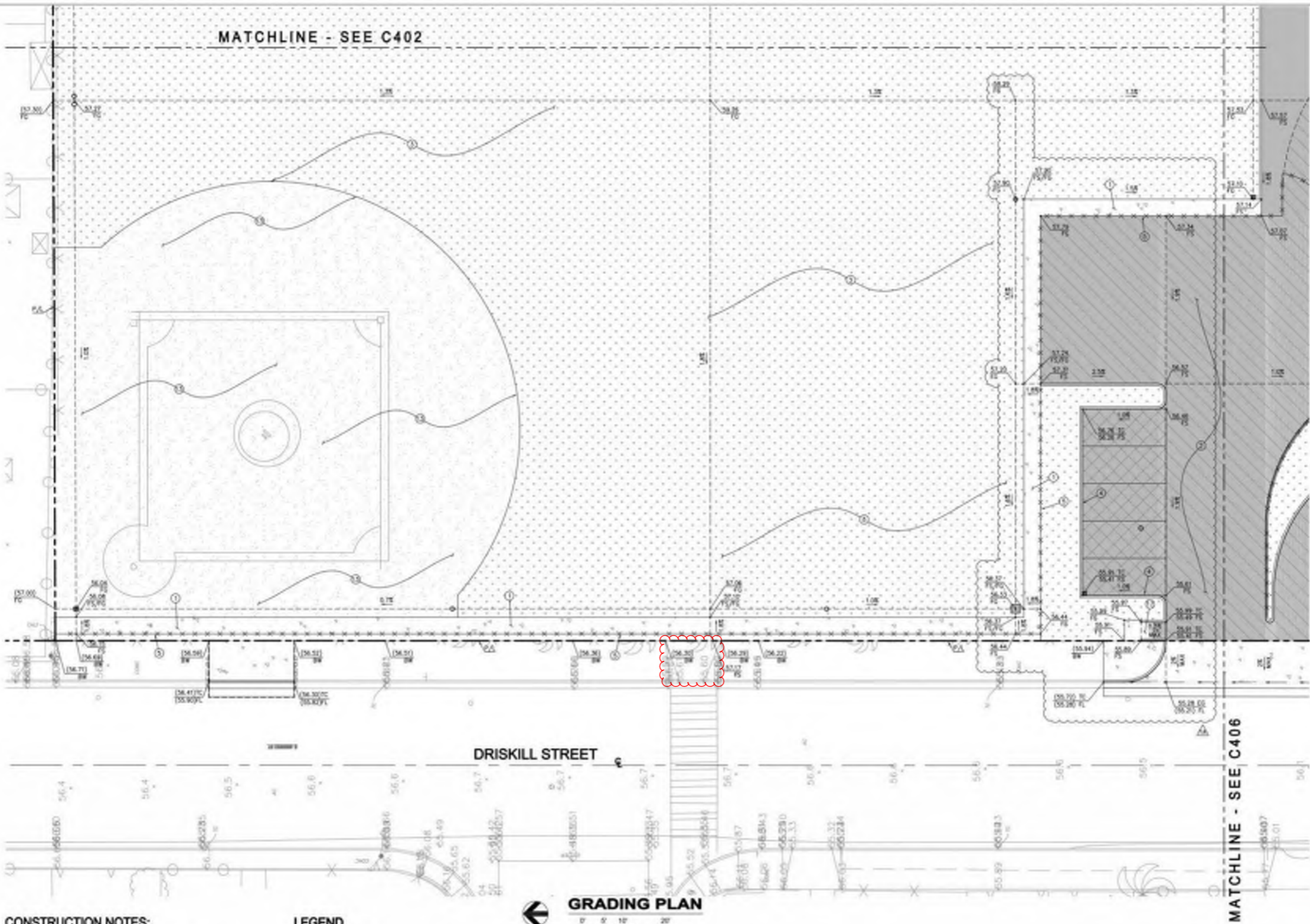
x

Customer Name Printed

x

Lessor-H&E Equipment Services/Date

If other than Lessee, signature represents he/she is agent of and authorized to sign Lessee.



CONSTRUCTION NOTES:

1. CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
2. CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
3. PLAYERS/LANDSCAPE PER LANDSCAPE PLANS.
4. CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
5. INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
6. CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
7. CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
8. CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
9. CONSTRUCT PERMEABLE PAVEMENT PER DETAIL 11 ON SHEET C201.
10. CONSTRUCT WALL PER STRUCTURAL PLANS.
11. CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
12. CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
13. CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
14. CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
15. CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
16. CONSTRUCT CURB RAMP TYPE "B" PER SEE DETAIL 12 ON SHEET C201.
17. CONSTRUCT CURB RAMP TYPE "C" PER SEE DETAIL 12 ON SHEET C201.

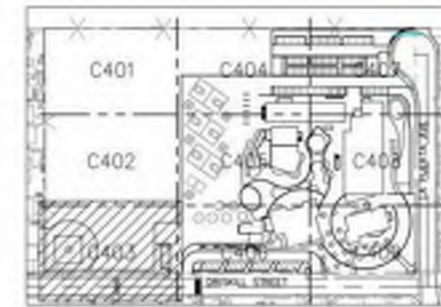
LEGEND

	BUILDING OUTLINE
	NEW CONCRETE PAVEMENT
	NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA
	NEW ASPHALT CONCRETE PAVEMENT AT PARKING
	NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE
	NEW PERMEABLE PAVEMENT
	NEW PLANTER AREA FOR LANDSCAPE PLANS
	NEW CONCRETE PAVERS FOR LANDSCAPE PLANS
	NEW RUBBERIZED SURFACE FOR LANDSCAPE PLANS
	NEW DECOMPOSED GRANITE SURFACE FOR LANDSCAPE PLANS

	PROPOSED SPOT ELEVATION
	EXISTING SPOT ELEVATION
	PROP. CONTOUR (1' INTERVAL)
	EXIST. CONTOUR (1' INTERVAL)
	PROPERTY LINE
	RIIDGE
	GRADE BREAK LINE
	FLOW LINE
	EXIST. FENCE
	PROPOSED FENCE
	PATH OF TRAVEL

NOTE TO CONTRACTOR:

REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.



KEY MAP

0' 75' 150' 300'
GRAPHIC SCALE: 1"=150'

OWNER
OXNARD SCHOOL DISTRICT
220 S. DRISKILL ST., OXNARD, CA 93030

DESIGNER
BRANDOW & JOHNSON
STRUCTURAL-ENVIRONMENTAL-ENGINEERS, INC.
1015 S. FLORENCE ST., SUITE 100, OXNARD, CA 93030
TEL: 805.340.1111 FAX: 805.340.1112
WWW.BANDJ.COM

PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST., OXNARD, CA 93030

PROJECT NO.
100990

DATE
03-11-2024

SCALE
AS SHOWN

SHEET NO.
C403R

PROJECT NO.
100990

DATE
03-11-2024

SCALE
AS SHOWN


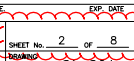
SHEET NO.
C403R

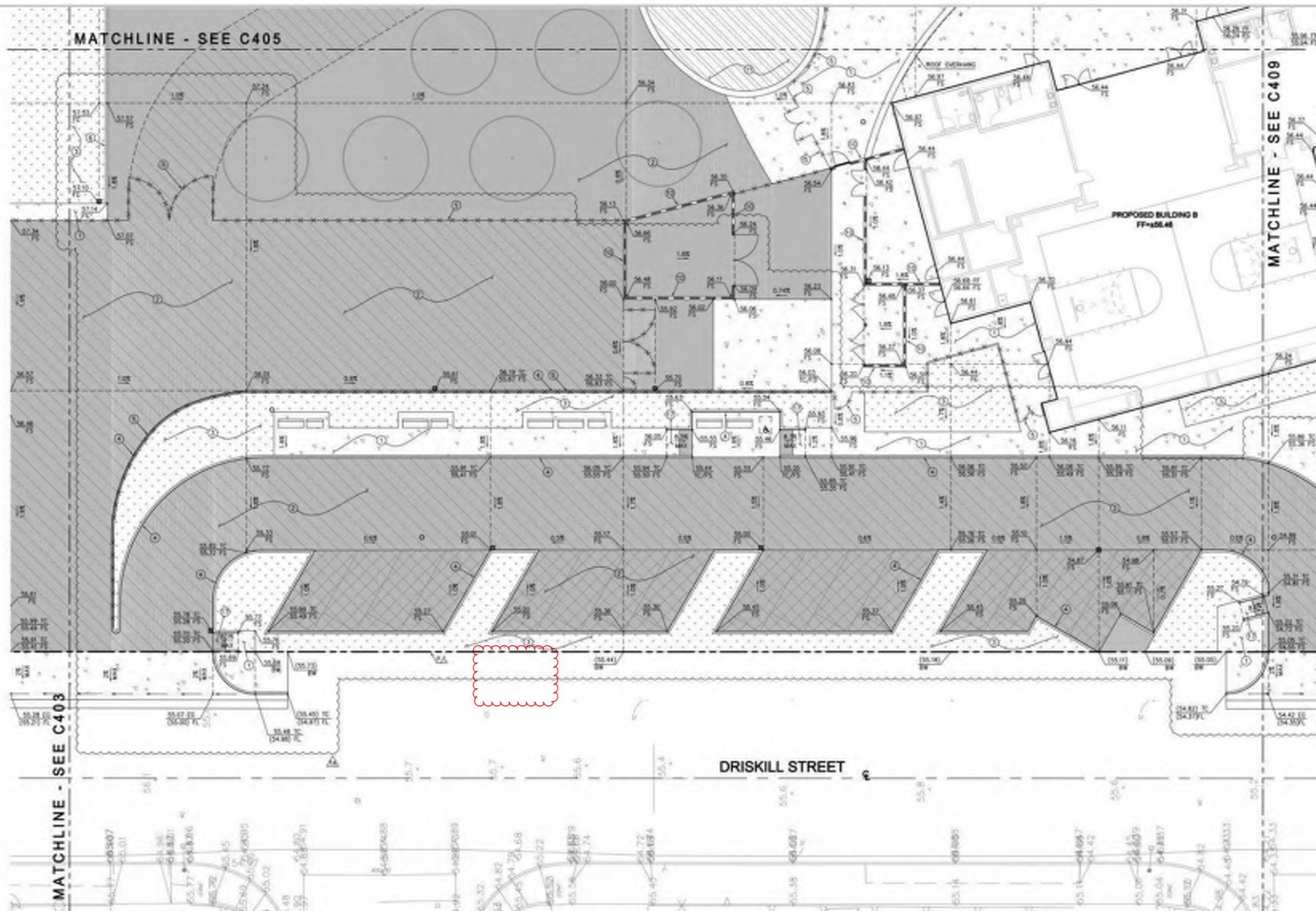


DRISKILL STREET PLAN

-

MATCHLINE - SEE SHEET 3

<h2 style="margin: 0;">AS-BUILT CERTIFICATE</h2>																						
<p>I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. _____ THROUGH _____ MARKED AS "RECORD DRAWING" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.</p>																						
DATE _____	SIGNATURE _____	R.C.E. No. _____																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">REVISIONS</th> <th style="width: 10%;">BY</th> <th style="width: 60%;">DESCRIPTION</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		REVISIONS	BY	DESCRIPTION																 <p style="margin-top: 10px; font-weight: bold; font-size: 1.2em;">STREET IMPROVEMENT PLAN</p> <p style="margin-top: 5px; font-weight: bold; font-size: 1.2em;">DRISKILL STREET IMPROVEMENT PLAN</p>		
REVISIONS	BY	DESCRIPTION																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">APPROVED _____</td> <td style="width: 30%;">CITY ENGINEER</td> <td style="width: 30%;">R.C.E.</td> <td style="width: 10%;">EXP. DATE _____</td> </tr> <tr> <td>SCALE: HORIZ. _____</td> <td>VERT. _____</td> <td colspan="2"> </td> </tr> <tr> <td>DESIGN BY: _____</td> <td colspan="3"> </td> </tr> <tr> <td>DATE _____</td> <td colspan="3"> </td> </tr> <tr> <td>CHECKED BY: _____</td> <td colspan="3"> </td> </tr> </table>		APPROVED _____	CITY ENGINEER	R.C.E.	EXP. DATE _____	SCALE: HORIZ. _____	VERT. _____			DESIGN BY: _____				DATE _____				CHECKED BY: _____				 <p style="margin-top: 10px; font-weight: bold; font-size: 1.2em;">21-26A</p>
APPROVED _____	CITY ENGINEER	R.C.E.	EXP. DATE _____																			
SCALE: HORIZ. _____	VERT. _____																					
DESIGN BY: _____																						
DATE _____																						
CHECKED BY: _____																						



CONSTRUCTION NOTES:

1. CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
2. CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
3. PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
4. CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
5. INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
6. CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
7. CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
8. CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
9. CONSTRUCT PERMEABLE PAVEMENT PER DETAIL 11 ON SHEET C201.
10. CONSTRUCT WALL PER STRUCTURAL PLANS.
11. CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
12. CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
13. CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
14. CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
15. CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
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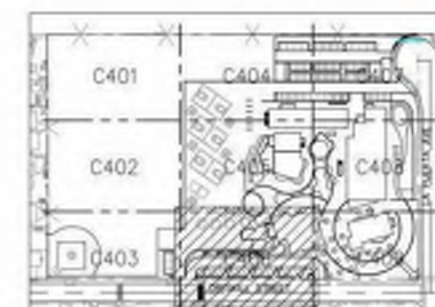
LEGEND

	BUILDING OUTLINE
	NEW CONCRETE PAVEMENT
	NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA
	NEW ASPHALT CONCRETE PAVEMENT AT PARKING
	NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE
	NEW PERMEABLE PAVEMENT
	NEW PLANTER AREA FOR LANDSCAPE PLANS
	NEW CONCRETE PAVERS FOR LANDSCAPE PLANS
	NEW RUBBERIZED SURFACE FOR LANDSCAPE PLANS
	NEW DECOMPOSED GRANITE SURFACE FOR LANDSCAPE PLANS



NOTE TO CONTRACTOR:

REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT-OF-WAY.



OWNER
OXNARD SCHOOL DISTRICT
220 S. DRISKILL ST., OXNARD, CA 93030

DESIGNER
BRANDOW & JOHNSON
STRUCTURAL-ENGINEERING, INC.
100 S. FLOWER ST., SUITE 200, OXNARD, CA 93030
TEL: 805.340.4400
WWW.BANDJO.COM

PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST., OXNARD, CA 93030

PROJECT NO.
100990

DATE
03-11-2024

SCALE
AS SHOWN

SHEET NO.
C406R

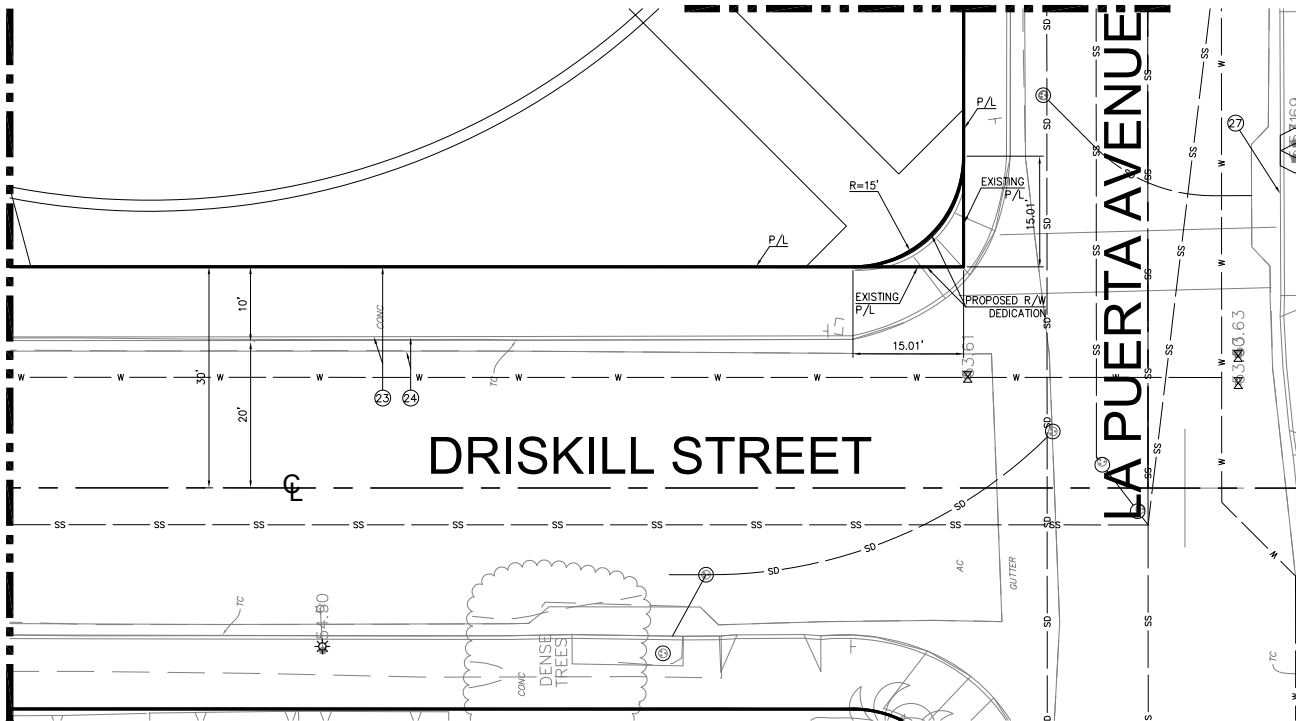
PROJECT NO.
100990

DATE
03-11-2024

SCALE
AS SHOWN

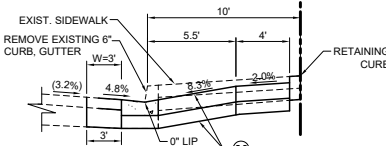
SHEET NO.
C406R

MATCHLINE - SEE ABOVE



DRISKILL STREET PLAN

-




CURB RAMP SECTION A-A
N.T.S.

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____
SHEET No. _____ THROUGH _____, MARKED AS "RECORD DRAWING", HAS BEEN
CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON
SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED
CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No. _____

REVISIONS					DEVELOPMENT SERVICES DEPARTMENT	
MARK	DATE	DESCRIPTION	BY		<div>STREET IMPROVEMENT PLAN</div> <div>DRISKILL STREET IMPROVEMENT PLAN</div>	
REVIEWED BY: _____				APPROVED: _____	CITY ENGINEER	R.C.E.
DATE _____				SCALE: HORIZ. : _____	SHEET No. <u>3</u> OF <u>8</u>	
DATE _____				VERT. : _____	Drawing NUMBER <u>21-26A</u>	
				DESIGN BY: _____		
				CHECKED BY: _____		

Southwest Regional Council of Carpenters

Office of the Contract Administrator

Pete Rodriguez
Executive Secretary-Treasurer/CEO



Stephen Araiza
Director of Contract Administration

533 South Fremont Avenue, 10th Floor
Los Angeles, California 90071-1706
Telephone: 213-385-1457
contracts@swcarpenters.org

July 1, 2022

TO: All Contractors Signed to The Southern California Carpenters Master Labor Agreement

RE: 2022 Allocation

Dear Contractor Partners:

I am writing to advise you that the July 1, 2022 increase of **\$3.00** for the **12 Southern California Counties—including San Diego (Building *ONLY*)** under the Southwest Carpenters Master Labor Agreement will be allocated as follows:

Wages	\$2.80
Supp Dues	\$0.15
Apprenticeship	\$0.05

I am writing to advise you that the July 1, 2022 increase of **\$3.20** for **San Diego (Engineering *ONLY*)** under the San Diego Engineering Master Labor Agreement will be allocated as follows:

Wages	\$3.00
Supp Dues	\$0.15
Apprenticeship	\$0.05

If you have any questions regarding whether or not this increase applies to your agreement, please call the Southwest Regional Council office at 213/385-1457.

Sincerely,

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS**

A handwritten signature in black ink that reads 'Stephen Araiza'.

STEPHEN A. ARAIZA
Director of Contract Administration

cc: Associations
Carpenters Trust

JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2022)
TWELVE COUNTIES OF SOUTHERN CALIFORNIA

Rates Effective: July 01, 2022 - June 30, 2023

Taxable	Full Package:	
	Vacation	5.00
	Supp Dues	2.31
	Taxable Subtotal	7.31
Other Benefits	Pension	5.66
	Annuity	2.00
	Health & Welfare	8.00
	Apprenticeship	0.67
	CCCC	0.26
	Partnership for Jobs	0.05
	Ind. Adv. Fund	0.08
	Contract Admin.	0.02 *
	Grievance	0.03 *
	Other Subtotal	16.77
	Total Paid to Trust	24.08

* AGC, BIA, SCCA, MEA, ECA, & UCON Members do not pay into the Grievance Trust Fund, and instead pay \$0.07 into the Contract Administration Fund, resulting in an additional \$0.02 to the total package.

Contribution Notes:	
- Millwrights pay an additional \$0.20 for Labor Management Committee and Drug Testing, which will be added to the Apprenticeship contribution.	
- Acoustical work also pays \$0.23 to the Acoustical Industry Fund.	
- Insulation only pays \$0.10 apprenticeship on non-prevailing wage projects.	

FOR OFFICE USE	
Rate Class: CA12-ComCarp CA12-MW CA12-PileDriverBridgeCarp	Trust Fund Contact: Employer Services, (213) 386-8590 ext. 116 EmployerServices@carpenterssw.org
Preferences: Certified Welders	Union Contact: Contract Administration, (213) 385-1457 Contracts@swcarpenters.org
Negotiated Increases:	
July 1, 2023	\$3.25 to be allocated by the Union.
July 1, 2024	\$3.25 to be allocated by the Union.
July 1, 2025	\$3.50 to be allocated by the Union.
PP025	

CARPENTER

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship	CCCC	Partnership for Jobs	Industry Advancement Fund	Contract Admin.	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
CRAFT ASSISTANT	-	-	19.50	4.00	3.31	\$26.81	-	-	8.00	4.00	-	-	-	-	-	\$34.81	\$30.81
Pre-Apprentice	600	-	19.50	5.00	3.31	\$27.81	-	-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	\$36.92	\$32.92
1st Period	1000	-	19.50	5.00	3.31	\$27.81	-	-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	\$36.92	\$32.92
2nd Period	600	50%	23.62	5.00	3.31	\$31.93	-	-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	\$41.04	\$37.04
3rd Period	600	60%	28.34	5.00	3.31	\$36.65	-	1.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$46.76	\$42.76
4th Period	600	65%	30.71	5.00	2.31	\$38.02	5.66	1.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$54.79	\$50.88
5th Period	600	70%	33.07	5.00	2.31	\$40.38	5.66	2.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$57.15	\$54.24
6th Period	600	75%	35.43	5.00	2.31	\$42.74	5.66	2.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$59.51	\$56.60
7th Period	600	80%	37.79	5.00	2.31	\$45.10	5.66	3.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$61.87	\$59.96
8th Period	600	90%	42.52	5.00	2.31	\$49.83	5.66	3.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$66.60	\$64.69
Journeyman			47.24	5.00	2.31	\$54.55	5.66	2.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$71.32	\$71.32
Foreman			50.24	5.00	2.31	\$57.55	5.66	2.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$74.32	\$74.32
Welding Work			+1.00														
Layout Lead			+3.00														

MILLWRIGHT

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship	CCCC	Partnership for Jobs	Industry Advancement Fund	Contract Admin.	Grievance	TOTAL PACKAGE
Pre-Apprentice	500	-	19.50	5.00	3.31	\$27.81	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$37.12
1st Period	650	-	19.50	5.00	3.31	\$27.81	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$37.12
2nd Period	650	55%	26.26	5.00	3.31	\$34.57	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$43.88
3rd Period	650	60%	28.64	5.00	3.31	\$36.95	-	1.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$47.26
4th Period	650	65%	31.03	5.00	2.31	\$38.34	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$55.31
5th Period	650	70%	33.42	5.00	2.31	\$40.73	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$57.70
6th Period	650	75%	35.81	5.00	2.31	\$43.12	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$60.09
7th Period	650	80%	38.19	5.00	2.31	\$45.50	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$62.47
8th Period	650	85%	40.58	5.00	2.31	\$47.89	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$64.86
9th Period	650	90%	42.97	5.00	2.31	\$50.28	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$67.25
10th Period	650	95%	45.35	5.00	2.31	\$52.66	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$69.63
Journeyman			47.74	5.00	2.31	\$55.05	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$72.02
Foreman			50.74	5.00	2.31	\$58.05	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$75.02
General Foreman			53.74	5.00	2.31	\$61.05	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	\$78.02
Welding Work			+1.00													
Layout Lead			+3.00													

PILEDRIIVER / BRIDGE CARPENTER

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship	CCCC	Partnership for Jobs	Industry Advancement Fund	Contract Admin.	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
1st Period	1000	-	19.50	5.00	3.31	\$27.81	-	-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	\$36.92	\$32.92
2nd Period	600	50%	23.69	5.00	3.31	\$32.00	-	-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	\$41.11	\$37.11
3rd Period	600	60%	28.42	5.00	3.31	\$36.73	-	1.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$46.84	\$42.84
4th Period	600	65%	30.79	5.00	2.31	\$38.10	5.66	1.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$54.87	\$50.96
5th Period	600	70%	33.16	5.00	2.31	\$40.47	5.66	2.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$57.24	\$54.33
6th Period	600	75%	35.53	5.00	2.31	\$42.84	5.66	2.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$59.61	\$56.70
7th Period	600	80%	37.90	5.00	2.31	\$45.21	5.66	3.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$61.98	\$59.07
8th Period	600	90%	42.63	5.00	2.31	\$49.94	5.66	3.75	2.00	8.00	0.67	0.26	0.05	0.08	0.02	\$66.71	\$64.80
Journeyman			47.37	5.00	2.31	\$54.68	5.66	2.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$71.45	\$71.45
Foreman			50.37	5.00	2.31	\$57.68	5.66	2.00	8.00	0.67	0.26	0.05	0.08	0.02	0.03	\$74.45	\$74.45
Welding Work			+1.00														
Layout Lead			+3.00														

- Pre-Apprentices may not work on Prevailing Wage jobs.
- Craft Assistants can be used on Private Work only. (Craft Assistants may perform any non Craft Work, including general clean up, cleaning of forms and other non Craft Work in support of Journeyman and Apprentice Carpenters.)
- Health & Welfare contributions for Craft Assistants and Pre-Apprentices are based off of Hire Date rather than Indenture Date.
- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.
- Including the MINIMUM WAGE.
- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.
- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.
- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

SAN DIEGO BUILDING JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2022)

SAN DIEGO COUNTY ONLY

Rates Effective: July 01, 2022 - June 30, 2023

Full Package:		
Taxable	Vacation	5.00
Benefits	Supp Dues	2.31
	Taxable Subtotal	7.31
	Pension	5.66
	Annuity	2.00
	Health & Welfare	8.00
Other	Apprenticeship	0.67
Benefits	CCCC	0.05
	Partnership for Jobs	0.05
	Grievance	0.03 *
	Other Subtotal	16.46
	Total Paid to Trust	23.77

* AGC San Diego members do not contribute to the Grievance Fund.

FOR OFFICE USE	
Rate Class:	Trust Fund Contact:
CASD-ComBuilding	Employer Services, (213) 386-8590 ext. 116
CASD-ResLtCarp	EmployerServices@carpenterssw.org
Preferences:	Union Contact:
Certified Welders	Contract Administration, (213) 385-1457
	Contracts@swcarpenters.org
PP025	
Negotiated Increases:	
July 1, 2023	\$3.25 to be allocated by the Union.
July 1, 2024	\$4.25 to be allocated by the Union.
July 1, 2025	\$5.50 to be allocated by the Union.

COMMERCIAL

Classification: COMMERCIAL	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension		Annuity	Health & Welfare		Apprentice- ship	CCCC	Partner- ship for Jobs	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
							indented before 7/1/18	indented after 7/1/18		indented before 7/1/18	indented after 7/1/18						
1st Period	1000	-	19.50	5.00	3.31	\$27.81	-	-	-	8.00	4.00	0.67	0.05	0.05	0.03	\$36.61	\$32.61
2nd Period	600	50%	20.97	5.00	3.31	\$29.28	-	-	-	8.00	4.00	0.67	0.05	0.05	0.03	\$38.08	\$34.08
3rd Period	600	60%	25.16	5.00	3.31	\$33.47	-	-	1.00	8.00	0.67	0.05	0.05	0.05	0.03	\$43.27	
4th Period	600	65%	27.26	5.00	2.31	\$34.57	5.66	1.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$51.03	\$47.12
5th Period	600	70%	29.36	5.00	2.31	\$36.67	5.66	2.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$53.13	\$50.22
6th Period	600	75%	31.46	5.00	2.31	\$38.77	5.66	2.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$55.23	\$52.32
7th Period	600	80%	33.55	5.00	2.31	\$40.86	5.66	3.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$57.32	\$55.41
8th Period	600	90%	37.75	5.00	2.31	\$45.06	5.66	3.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$61.52	\$59.61
Journeyman			41.94	5.00	2.31	\$49.25	5.66	2.00	8.00	0.67	0.05	0.05	0.05	0.05	0.03	\$65.71	
Foreman			44.94	5.00	2.31	\$52.25	5.66	2.00	8.00	0.67	0.05	0.05	0.05	0.05	0.03	\$68.71	
Welding Work			+1.00														
Layout Lead			+3.00														

RESIDENTIAL / LIGHT COMMERCIAL

Classification: RESIDENTIAL / LIGHT COMMERCIAL	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension		Annuity	Health & Welfare		Apprentice- ship	CCCC	Partner- ship for Jobs	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
							indented before 7/1/18	indented after 7/1/18		indented before 7/1/18	indented after 7/1/18						
1st Period	1000	-	19.50	5.00	3.31	\$27.81	-	-	-	8.00	4.00	0.67	0.05	0.05	0.03	\$36.61	\$32.61
2nd Period	600	-	19.50	5.00	3.31	\$27.81	-	-	-	8.00	4.00	0.67	0.05	0.05	0.03	\$36.61	\$32.61
3rd Period	600	60%	20.13	5.00	3.31	\$28.44	-	-	1.00	8.00	0.67	0.05	0.05	0.05	0.03	\$38.24	
4th Period	600	65%	21.81	5.00	2.31	\$29.12	5.66	1.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$45.58	\$41.67
5th Period	600	70%	23.49	5.00	2.31	\$30.80	5.66	2.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$47.26	\$44.35
6th Period	600	75%	25.16	5.00	2.31	\$32.47	5.66	2.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$48.93	\$46.02
7th Period	600	80%	26.84	5.00	2.31	\$34.15	5.66	3.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$50.61	\$48.70
8th Period	600	90%	30.20	5.00	2.31	\$37.51	5.66	3.75	2.00	8.00	0.67	0.05	0.05	0.05	0.03	\$53.97	\$52.06
Journeyman			33.55	5.00	2.31	\$40.86	5.66	2.00	8.00	0.67	0.05	0.05	0.05	0.05	0.03	\$57.32	
Foreman			36.55	5.00	2.31	\$43.86	5.66	2.00	8.00	0.67	0.05	0.05	0.05	0.05	0.03	\$60.32	
Welding Work			+1.00														
Layout Lead			+3.00														

- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.

Including the MINIMUM WAGE.

- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.

- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.

- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.



WESTERN STATES REGIONAL COUNCIL OF CARPENTERS

Sean Hartranft
President

Frank Hawk
Executive Secretary-Treasurer

Frank Zambrano
Vice President



June 18th, 2024

To: All Contractors Signed to The Southern California Carpenters Master Labor Agreement

Re: July 1, 2024 Allocation

Dear Partners:

I am writing to advise you that the July 1, 2024 increase of **\$3.25** for the **11 Southern California Counties—including San Diego (Engineering) and a \$4.25 for San Diego Building** under the Southwest Carpenters Master Labor Agreement will be allocated as follows:

11 Counties and San Diego Engineering

Wages	\$ 1.43
Supplemental Dues	\$ 0.07
Pension	\$ 0.25
Health & Welfare	\$ 0.50
Annuity	\$ 1.00

San Diego Building

Wages	\$ 2.38
Supplemental Dues	\$ 0.12
Pension	\$ 0.25
Health & Welfare	\$ 0.50
Annuity	\$ 1.00

There will be a \$3.50 allocation on July 1, 2025 for the **11 Southern California Counties—including San Diego (Engineering)**.

There will be a \$4.50 allocation on July 1, 2025 for **San Diego Building**.

Updated wage sheets have been attached for your convenience. If you have any questions, please do not hesitate to contact us directly at contracts@wscarpenters.org.

Sincerely,

WESTERN STATES REGIONAL
COUNCIL OF CARPENTERS

Stephen Araiza

STEPHEN A. ARAIZA
Director of Contract Administration

Representing Carpenters in Southern California, Nevada, Arizona, Utah, New Mexico, Colorado, Washington, Idaho, Montana, Wyoming, Alaska and Oregon

WESTERN STATES REGIONAL COUNCIL OF CARPENTERS

533 S. Fremont Ave., 10th Fl. Los Angeles, CA 90071
(213) 385-1457 | Fax: (213) 385-3759 | www.wscarpenters.org

JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2024)
11 COUNTIES OF SOUTHERN CALIFORNIA EXCLUDING SAN DIEGO

Rates Effective: July 01, 2024 - June 30, 2025

Full Package:		
Taxable	Vacation	5.00
	Supp Dues	2.46
	Taxable Subtotal	7.46
Other Benefits	Pension	6.16
	Annuity	4.00
	Health & Welfare	8.75 *
	Apprenticeship	0.72
	CCCC	0.26
	Partnership for Jobs	0.05
	Ind. Adv. Fund	0.08
	Contract Admin.	0.02 *
	Grievance	0.03 *
Other Subtotal		20.07
Total Paid to Trust		27.53

* AGC, BIA, SCCA, MEA, ECA, & UCON Members do not pay into the Grievance Trust Fund, and instead pay \$0.07 into the Contract Administration Fund, resulting in an additional \$0.02 to the total package.

Contribution Notes:
- Millwrights pay an additional \$0.20 for Labor Management Committee and Drug Testing, which will be added to the Apprenticeship
- Acoustical work also pays \$0.23 to the Acoustical Industry Fund.
- Insulation only pays \$0.10 apprenticeship on non-prevailing wage projects.
- For San Diego Engineering, \$0.12 is paid for Construction Advancement Fund in lieu of contribution to Industry Advancement and Contract

FOR OFFICE USE	
Rate Class: CA11-ComCarp CA11-PiledriverBridgeCarp	Trust Fund Contact: Employer Services, (213) 386-8590 ext. 116 EmployerServices@carpenterssw.org
Preferences: Certified Welders	Union Contact: Contract Administration, (213) 385-1457 contracts@wscarpenters.org
Negotiated Increases:	
July 1, 2025	\$3.50 to be allocated by the Union.
PP025	

CARPENTER

Classification: CARPENTER	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare*	Apprenticeship		CCCC	Partner- ship for Jobs	Industry Advance- ment Fund	Contract Admin.	Grievance	TOTAL PACKAGE
										Training Fund	CITF						
Craft Assistant	-	-	20.80	4.00	3.46	\$28.26		-	4.75	-	-	-	-	-	-	-	\$33.01
Pre-Apprentice	600	35%	20.80	5.00	3.46	\$29.26		-	4.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$35.17
1st Period	1000	40%	20.80	5.00	3.46	\$29.26		2.00	4.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$37.17
2nd Period	600	50%	25.15	5.00	3.46	\$33.61		2.00	4.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$41.52
3rd Period	600	60%	30.17	5.00	3.46	\$38.63		3.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$51.54
4th Period	600	65%	32.69	5.00	2.46	\$40.15	2.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$56.31
5th Period	600	70%	35.20	5.00	2.46	\$42.66	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$59.82
6th Period	600	75%	37.72	5.00	2.46	\$45.18	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$62.34
7th Period	600	80%	40.23	5.00	2.46	\$47.69	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$65.85
8th Period	600	90%	45.26	5.00	2.46	\$52.72	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$70.88
Journeyman			50.29	5.00	2.46	\$57.75	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$77.82
Foreman			\$53.29	5.00	2.46	\$60.75	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$80.82
Welding Work			+1.00														
Layout Lead			+3.00														

PILEDRIIVER / BRIDGE CARPENTER

Classification: PILEDRIIVER / BRIDGE CARPENTER	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship		CCCC	Partner- ship for Jobs	Industry Advance- ment Fund	Contract Admin.	Grievance	TOTAL PACKAGE
										Training Fund	CITF						
1st Period	1000	40%	20.80	5.00	3.46	\$29.26	-	2.00	4.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$37.17
2nd Period	600	50%	25.21	5.00	3.46	\$33.67	-	2.00	4.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$41.58
3rd Period	600	60%	30.25	5.00	3.46	\$38.71	-	3.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$51.62
4th Period	600	65%	32.77	5.00	2.46	\$40.23	2.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$56.39
5th Period	600	70%	35.29	5.00	2.46	\$42.75	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$59.91
6th Period	600	75%	37.82	5.00	2.46	\$45.28	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$62.44
7th Period	600	80%	40.34	5.00	2.46	\$47.80	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$65.96
8th Period	600	90%	45.38	5.00	2.46	\$52.84	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$71.00
Journeyman			50.42	5.00	2.46	\$57.88	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$77.95
Foreman			53.42	5.00	2.46	\$60.88	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.08	0.02	0.03	\$80.95
Welding Work			+1.00														
Layout Lead			+3.00														

- Pre-Apprentices may not work on Prevailing Wage jobs.

- Craft Assistants can be used on Private Work only: (Craft Assistants may perform any non Craft Work, including general clean up, cleaning of forms and other non Craft Work in support of Journeyman and Apprentice Carpenters.)

- Health & Welfare contributions for Craft Assistants and Pre-Apprentices are based off of Hire Date rather than Indenture Date. Craft Assistants hired prior to 7/1/2018 will continue to be at the full H&W rate (\$8.25 effective 7/1/23)

- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.

Including the MINIMUM WAGE.

- Wage rates which fall below 130% of minimum wage are defaulted to \$20.80, per the Agreement as of January 1st, 2024.

- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.

- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.

- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

SAN DIEGO BUILDING JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2024)

SAN DIEGO COUNTY ONLY

Rates Effective: July 1, 2024 - June 30, 2025

Full Package:		
Taxable Benefits	Vacation	5.00
	Supp Dues	2.51
Taxable Subtotal		7.51
Other Benefits	Pension	6.16
	Annuity	4.00
	Health & Welfare	8.75
	Apprenticeship	0.72
	CCCC	0.05
	Partnership for Jobs	0.05
Grievance		0.03 *
Other Subtotal		19.76
Total Paid to Trust		27.27

* AGC & UCON San Diego members do not contribute to the Grievance Fund.

*AGC & UCON contractors contribute \$0.12 to San Diego Construction Advancement Fund

FOR OFFICE USE

Rate Class:
CASD-ComBuilding
CASD-ResLtCarp

Trust Fund Contact:
Employer Services, (213) 386-8590 ext. 116
EmployerServices@carpenterssw.org

Preferences:
Certified Welders

Union Contact:
Contract Administration, (213) 385-1457
contracts@wscarpenters.org

Negotiated Increases:

July 1, 2025 \$4.50 to be allocated by the Union.

HR050
PP025

COMMERCIAL

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship		CCCC	Partnership for Jobs	Grievance	TOTAL PACKAGE
COMMERCIAL										Training Fund	CITF				
Pre-Apprentice	500	-	20.80	-	3.51	\$24.31	-	-	-	-	-	-	-	-	\$24.31
1st Period	1000	45%	20.80	5.00	3.51	\$29.31	-	2.00	4.75	0.58	0.14	0.05	0.05	0.03	\$36.91
2nd Period	600	50%	22.97	5.00	3.51	\$31.48	-	2.00	4.75	0.58	0.14	0.05	0.05	0.03	\$39.08
3rd Period	600	60%	27.56	5.00	3.51	\$36.07	-	3.00	8.75	0.58	0.14	0.05	0.05	0.03	\$48.67
4th Period	600	65%	29.86	5.00	2.51	\$37.37	2.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$53.22
5th Period	600	70%	32.16	5.00	2.51	\$39.67	3.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$56.52
6th Period	600	75%	34.46	5.00	2.51	\$41.97	3.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$58.82
7th Period	600	80%	36.75	5.00	2.51	\$44.26	4.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$62.11
8th Period	600	90%	41.35	5.00	2.51	\$48.86	4.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$66.71
Journeyman			45.94	5.00	2.51	\$53.45	6.16	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$73.21
Foreman			48.94	5.00	2.51	\$56.45	6.16	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$76.21
Welding Work			+1.00												
Layout Lead			+3.00												

RESIDENTIAL / LIGHT COMMERCIAL

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship		CCCC	Partnership for Jobs	Grievance	TOTAL PACKAGE
RESIDENTIAL / LIGHT COMMERCIAL										Training Fund	CITF				
Pre-Apprentice	500	-	20.80	-	3.51	\$24.31	-	-	-	-	-	-	-	-	\$24.31
1st Period	1000	45%	20.80	5.00	3.51	\$29.31	-	2.00	4.75	0.58	0.14	0.05	0.05	0.03	\$36.91
2nd Period	600	50%	20.80	5.00	3.51	\$29.31	-	2.00	4.75	0.58	0.14	0.05	0.05	0.03	\$36.91
3rd Period	600	60%	22.05	5.00	3.51	\$30.56	-	3.00	8.75	0.58	0.14	0.05	0.05	0.03	\$43.16
4th Period	600	65%	23.89	5.00	2.51	\$31.40	2.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$47.25
5th Period	600	70%	25.73	5.00	2.51	\$33.24	3.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$50.09
6th Period	600	75%	27.56	5.00	2.51	\$35.07	3.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$51.92
7th Period	600	80%	29.40	5.00	2.51	\$36.91	4.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$54.76
8th Period	600	90%	33.08	5.00	2.51	\$40.59	4.25	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$58.44
Journeyman			36.75	5.00	2.51	\$44.26	6.16	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$64.02
Foreman			39.75	5.00	2.51	\$47.26	6.16	4.00	8.75	0.58	0.14	0.05	0.05	0.03	\$67.02
Welding Work			+1.00												
Layout Lead			+3.00												

- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.

Including the MINIMUM WAGE.

- Pre apprentices may not work on Prevailing Wage jobs.

- Wage rates which fall below 130% of minimum wage are defaulted to \$20.80, per the Agreement as of January 1st, 2024.

- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.

- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.

- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

SAN DIEGO ENGINEERING JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2024)

SAN DIEGO COUNTY ONLY

Rates Effective: July 01, 2024 - June 30, 2025

Full Package:		
Taxable	Vacation	5.00
Benefits	Supp Dues	2.46
	Taxable Subtotal	7.46
	Pension	6.16
	Annuity	4.00
	Health & Welfare	8.75
Other	Apprenticeship	0.72
Benefits	CCCC	0.26
	Partnership for Jobs	0.05
	Con. Adv. Fund	0.12 *
	Grievance	0.03 *
	Other Subtotal	20.09
	Total Paid to Trust	27.55

* AGC Members do not pay into the Grievance Trust Fund and pay into the San Diego Construction Advancement Fund.

Contribution Notes:
- Millwrights pay an additional \$0.20 for Labor Management Committee and Drug Testing, which will be added to the Apprenticeship contribution.
- The premium rate for Certified Welders is \$1.00 per hour.

FOR OFFICE USE	
Rate Class:	Trust Fund Contact:
CASD-HH	Employer Services, (213) 386-8590 ext. 116
CASD-MW	EmployerServices@carpenterssw.org
CASD-PiledriverBridgeCarp	
Preferences:	Union Contact:
Certified Welders	Contract Administration, (213) 385-1457
	contracts@wscarpenters.org
Negotiated Increases:	
July 1, 2025	\$3.50 to be allocated by the Union.
HR050	
PP025	

ENGINEERING

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship		CCCC	Partnership for Jobs	Con. Adv. Fund	Grievance	TOTAL PACKAGE
ENGINEERING										Training Fund	CITF					
1st Period	1000	45%	22.63	5.00	3.46	\$31.09	-	2.00	4.75	0.58	0.14	0.26	0.05	0.12	0.03	\$39.02
2nd Period	600	50%	25.15	5.00	3.46	\$33.61	-	2.00	4.75	0.58	0.14	0.26	0.05	0.12	0.03	\$41.54
3rd Period	600	60%	30.17	5.00	3.46	\$38.63	-	3.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$51.56
4th Period	600	65%	32.69	5.00	2.46	\$40.15	2.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$56.33
5th Period	600	70%	35.20	5.00	2.46	\$42.66	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$59.84
6th Period	600	75%	37.72	5.00	2.46	\$45.18	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$62.36
7th Period	600	80%	40.23	5.00	2.46	\$47.69	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$65.87
8th Period	600	90%	45.26	5.00	2.46	\$52.72	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$70.90
Journeyman			50.29	5.00	2.46	\$57.75	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$77.84
Foreman			53.29	5.00	2.46	\$60.75	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$80.84
Certified Welder			+1.00													
Layout Lead			+3.00													

PILEDRIIVER / BRIDGE CARPENTER

Classification:	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprenticeship		CCCC	Partnership for Jobs	Con. Adv. Fund	Grievance	TOTAL PACKAGE
PILEDRIIVER / BRIDGE CARPENTER										Training Fund	CITF					
1st Period	1000	45%	22.69	5.00	3.46	\$31.15	-	2.00	4.75	0.58	0.14	0.26	0.05	0.12	0.03	\$39.08
2nd Period	600	50%	25.21	5.00	3.46	\$33.67	-	2.00	4.75	0.58	0.14	0.26	0.05	0.12	0.03	\$41.60
3rd Period	600	60%	30.25	5.00	3.46	\$38.71	-	3.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$51.64
4th Period	600	65%	32.77	5.00	2.46	\$40.23	2.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$56.41
5th Period	600	70%	35.29	5.00	2.46	\$42.75	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$59.93
6th Period	600	75%	37.82	5.00	2.46	\$45.28	3.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$62.46
7th Period	600	80%	40.34	5.00	2.46	\$47.80	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$65.98
8th Period	600	90%	45.38	5.00	2.46	\$52.84	4.25	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$71.02
Journeyman			50.42	5.00	2.46	\$57.88	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$77.97
Foreman			53.42	5.00	2.46	\$60.88	6.16	4.00	8.75	0.58	0.14	0.26	0.05	0.12	0.03	\$80.97
Certified Welder			+1.00													
Layout Lead			+3.00													

- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.

Including the MINIMUM WAGE.

- Wage rates which fall below 130% of minimum wage are defaulted to \$20.80, per the Agreement as of January 1st, 2024.

- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.

- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.

- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman

Effective Date: 7-1-22

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$47.24	\$70.86	\$94.48
VACATION / HOLIDAY	\$7.31	\$7.31	\$7.31
<i>Taxable rate (base rate + Vacation)</i>	<i>\$54.55</i>	<i>\$78.17</i>	<i>\$101.79</i>
HEALTH AND WELFARE	\$8.00	\$8.00	\$8.00
PENSION	\$5.66	\$5.66	\$5.66
APPRENTICESHIP TRAINING	\$0.67	\$0.67	\$0.67
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>\$94.94</i>	<i>\$118.56</i>
SOCIAL SECURITY/ MEDICARE	\$4.17	\$5.98	\$7.79
FUTA (FEDERAL UNEMPLOYMENT)	\$0.44	\$0.63	\$0.81
SUI (STATE UNEMPLOYMENT)	\$3.38	\$4.85	\$6.31
WORKERS COMP	\$3.61	\$5.17	\$6.73
Safety	\$6.23	\$7.12	\$8.00
<i>Burden total</i>	<i>\$17.83</i>	<i>\$23.74</i>	<i>\$29.64</i>
TOTAL DIRECT COSTS	\$89.15	\$118.68	\$148.20

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman

Effective Date: 7-1-24

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$50.29	\$75.44	\$100.58
VACATION / HOLIDAY	\$7.46	\$7.46	\$7.46
<i>Taxable rate (base rate + Vacation)</i>	<i>\$57.75</i>	<i>\$82.90</i>	<i>\$108.04</i>
HEALTH AND WELFARE	\$8.75	\$8.75	\$8.75
PENSION	\$6.16	\$6.16	\$6.16
APPRENTICESHIP TRAINING	\$0.72	\$0.72	\$0.72
GREIVANCE	\$0.44	\$0.44	\$0.44
ANNUITY	\$4.00	\$4.00	\$4.00
<i>Hourly rate on check</i>	<i>\$77.82</i>	<i>\$102.97</i>	<i>\$128.11</i>
SOCIAL SECURITY/ MEDICARE	\$4.42	\$6.34	\$8.27
FUTA (FEDERAL UNEMPLOYMENT)	\$0.35	\$0.50	\$0.65
SUI (STATE UNEMPLOYMENT)	\$3.58	\$5.14	\$6.70
WORKERS COMP	\$4.87	\$6.99	\$9.11
Safety	\$6.24	\$6.77	\$7.31
<i>Burden total</i>	<i>\$19.45</i>	<i>\$25.74</i>	<i>\$32.03</i>
TOTAL DIRECT COSTS	\$97.27	\$128.70	\$160.14

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 #: 196 R1

Date: 3-10-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 365 - CDR 196 R1 - Offsite Improvement Plans - Phase I (Inland Building - Re-Certification of Fire Extinguishers Due to Schedule Extension)</p> <p>Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.</p> <p>Re-Certification of Fire Extinguishers Due to Schedule Extension: The fire extinguishers must be re-certified or inspected due to the project's extended timeline. Fire safety equipment requires periodic inspection and certification, and the schedule extension necessitates a re-inspection to ensure compliance with safety regulations.;</p> <p>This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.</p> <p>This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.</p>	<p>\$ 2,255.00</p>
--	--------------------

- ☐ 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 Namillo By: _____ By: _____
Date: 2025-03-10 Date: _____ Date: _____

OWNER - Oxnard School District

By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-10-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
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 365 - CDR 196 R1 - Offsite Improvement Plans - Phase I (Inland Building - Re-Certification of Fire Extinguishers Due to Schedule Extension)

Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.

Re-Certification of Fire Extinguishers Due to Schedule Extension: The fire extinguishers must be re-certified or inspected due to the project's extended timeline. Fire safety equipment requires periodic inspection and certification, and the schedule extension necessitates a re-inspection to ensure compliance with safety regulations.;

This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, for Phase I only.

This change order excludes all work associated with Phase II for both time and cost, including CCD 026. These costs will be submitted under a separate change request at a later date.

A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24

Inland Building - Site Concrete

Re-Certification of Fire Extinguishers Due to Schedule Extension	\$	1,774.74	
Overhead & Profit at 15%	\$	266.21	
Bond @ 1%	\$	20.83	
Insurance @ 1%	\$	20.83	
		Subtotal A: \$	2,082.60

B. General Contractor's Cost

Balfour Beatty General Conditions		<i>To be submitted separately</i>	
Material (See attached supporting documentation.)		N/A	
Taxes at 9.5% of Material		N/A	
Labor (includes Fringe Benefits)		included above	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		N/A	
		Subtotal C: \$	-

C. General Contractor's Overhead and Profit*

Overhead & Profit 5% of Subtotal A	5%	\$	104.13	
Overhead & Profit 10% of Subtotal B	10%	\$	-	
			Subtotal D: \$	104.13

D. Bond at 1%	1%		Subtotal E: \$	22.55
E. Builders Risk Insurance at 1%	1%		Subtotal F: \$	22.55
F. General Liability at 1.04%	1.04%		Subtotal G: \$	23.45

Grand Total = (A + B + C + D + E + F)		\$	2,255.00
--	--	-----------	-----------------

☐ The request could potentially Increase the Milestones and/or Contract Time by **553** calendar da Phase I Completion
of July 18, 2025

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-03-10

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)

In accordance with Assembly Bill (AB) 1200 and Government Code Section 3547.5:

"Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction."

Pursuant to this requirement, cost projections for the proposed agreement between the District and the California School Employees Association (CSEA) are presented for the Board's review and information.

The Ventura County Office of Education has reviewed and affirmed that the terms of the proposed agreement would allow the District to meet its financial obligations and maintain fiscal solvency.

Summary of Agreement Provisions:

- Reclassification of Paraeducator II (Range 6) to Paraeducator – Special Ed (Range 12)
- Reclassification of Paraeducator III (Range 7) to Paraeducator – Special Ed (Range 12)
- Reclassification of Instructional Assistant – SH (Range 7) to Paraeducator – Special Ed (Range 12)
- One-time off schedule stipend of \$250 to each employee

Total affected employees: 75

FISCAL IMPACT:

\$329,951.00 to be paid from Special Education Funds

RECOMMENDATION:

It is the recommendation of Director of Fiscal Services that the Board of Trustees accept the Disclosure of Collective Bargaining Agreement form for CSEA, as presented.

ADDITIONAL MATERIALS:

Attached: [AB 1200 Disclosure \(5 pages\)](#)
[Letter from VCOE \(1 page\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period:
 Beginning: 11/1/2024
 Ending: 6/30/2025

Employee Type:
 Certificated: _____
 Classified: x

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: April 2, 2025

A. Proposed Change in Compensation:

Compensation		Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2024-25	For Multi-year Agreements Year 2 2025-26	Year 3 2026-27
1.	Salary Schedule - Increase/(Decrease)	\$ 40,315,775	\$ 226,740 0.56%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 18,750 0.05%	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 16,338,640	\$ 84,461 0.52%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 56,654,415	\$ 329,951 0.58%	\$ %	\$ %
7.	Total Number of Represented Employees	# 837	# 75	# 837	# 837
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 67,664	\$ 4,399 6.50%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 326.00	\$ 326.00 0.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 708.70	\$ 708.70 0.00%	\$ %	\$ %
	-Substitute Daily Rate	\$ 200.00	\$ 200.00 0.00%	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

Reclassification of Para II (range 6), Para III (range 7) and IA- SH (range 7) - to Paraeducator Special Education (range 12), retroactive to November 1, 2024 Also, a one-time off schedule stipend of \$250 to each employee. Total affected employees: 75

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

n/a

- C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

n/a

- D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

n/a

- E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**
deficit in current and future years

- F. Source of Funding for the Proposed Agreement:**

1. Current Year:

Special Education Funds

2. How will the ongoing cost of the proposed agreement be funded in future years?

Special Education Funds

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

Special Education Funds

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 3/19/2025	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	194,899,130	0	0	194,899,130
Remaining Revenues (8100-8799)	75,541,686	0	0	75,541,686
TOTAL REVENUES	270,440,816	0	0	270,440,816
EXPENDITURES				
1000 Certificated Salaries	115,084,783	0	0	115,084,783
2000 Classified Salaries	48,044,438	245,490	0	48,289,928
3000 Employees' Benefits	65,683,356	84,461	0	65,767,817
4000 Books and Supplies	14,885,579	0	0	14,885,579
5000 Services and Operating Expenses	79,439,517	0	0	79,439,517
6000 Capital Outlay	3,797,756	0	0	3,797,756
7100-7499 Other	2,142,271	0	0	2,142,271
TOTAL EXPENDITURES	329,077,700	329,951	0	329,407,651
OPERATING SURPLUS (DEFICIT)	(58,636,884)	(329,951)	0	(58,966,835)
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(58,636,884)	(329,951)	0	(58,966,835)
BEGINNING BALANCE	146,947,417	0	0	146,947,417
CURRENT YEAR ENDING BALANCE	88,310,533	(329,951)	0	87,980,582
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	29,523,060	0	0	29,523,060
Committed (9750 / 9760)	3,768,550	0	0	3,768,550
Assigned (9780)	21,991,154	(362,946)	0	21,628,208
Reserve for Economic Uncertainties (9789)	32,907,769	32,995	0	32,940,764
Unappropriated Amounts (9790)	0	(0)	0	(0)

* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

Multi-Year Projections			
	(Col. 1) 2024-25 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2025-26	(Col. 3) Budget Year 2 2026-27
REVENUES			
LCFF Revenues (8010-8099)	194,899,130	194,882,751	196,340,967
Remaining Revenues (8100-8799)	75,541,686	73,181,921	74,120,930
TOTAL REVENUES	270,440,816	268,064,672	270,461,897
EXPENDITURES			
1000 Certificated Salaries	115,084,783	113,582,648	110,528,033
2000 Classified Salaries	48,289,928	48,795,684	47,907,943
3000 Employees' Benefits	65,767,817	63,431,077	61,868,583
4000 Books and Supplies	14,885,579	11,850,754	11,850,754
5000 Services and Operating Expenses	79,439,517	48,667,871	48,441,666
6000 Capital Outlay	3,797,756	754,897	754,897
7100-7499 Other	2,142,271	2,142,271	2,142,271
TOTAL EXPENDITURES	329,407,651	289,225,203	283,494,147
OPERATING SURPLUS (DEFICIT)	(58,966,835)	(21,160,531)	(13,032,250)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(58,966,835)	(21,160,531)	(13,032,250)
BEGINNING BALANCE	146,947,417	87,980,582	66,820,051
CURRENT YEAR ENDING BALANCE	87,980,582	66,820,051	53,787,800
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	1,200,000
Restricted (9740)	29,523,060	27,295,351	26,162,011
Committed (9750 / 9760)	3,768,550	3,768,550	0
Assigned (9780)	21,628,208	6,713,629	
Reserve for Economic Uncertainties (9789)	32,940,764	28,922,520	26,425,789
Unappropriated Amounts (9790)	(0)	0	0

Multi-Year Projections Assumptions:

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2024-25	2025-26	2026-27
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 329,407,651	\$ 289,225,203	\$ 283,494,147
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$80,000 for a district with less than 1,001 ADA)	\$ 9,882,230	\$ 8,676,756	\$ 8,504,824

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2024-25	2025-26	2026-27
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 32,940,764	\$ 28,922,520	\$ 26,425,789
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 32,940,764	\$ 28,922,521	\$ 26,425,789

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

☒ Yes

☐ No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


District Superintendent
(Signature)

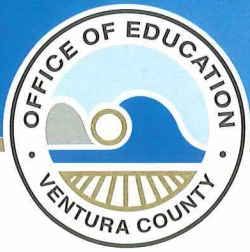
ANABOLENA DEGENNA
Printed Name

03-26-2025
Date


District Chief Business Official
Director of Fiscal Services
(Signature)

Patricia Nunez
Printed Name

3/20/2025
Date

**Administration**

5189 Verdugo Way
Camarillo, CA 93012
805-383-1902 • FAX: 805-383-1908
www.vcoe.org

VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

March 27, 2025

Dr. Ana DeGenna
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Dr. DeGenna:

Ventura County Office of Education (VCOE) has reviewed the Disclosure of Collective Bargaining Agreement for the California School Employees Association (CSEA), Oxnard Educators Association (OEA), and the Oxnard Support Services Association (OSSA) bargaining units dated March 26, 2025. The County Office assesses and comments on the financial impact of the proposed agreement and whether it will allow the district to meet its financial obligations in the current and subsequent fiscal years (Government Code Section 3547.5).

Based upon the data presented, it appears that the terms of the tentative agreement would allow the district to meet its financial obligations. It is important to remember that budget assumptions will change over time, and those changes could impact the agreement's effect on the financial condition of the district.

Sincerely,

Dr. César Morales
Ventura County Superintendent of Schools

cc: Patricia Nunez, Oxnard School District
Misty Key, Ventura County Office of Education
Danni Brook, Ventura County Office of Education

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Núñez)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES


I, Dr. Anabolena DeGenna, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of April 3, 2025 through June 30, 2025.

Date of Board Action: April 2, 2025 Signature: 
Dr. Anabolena DeGenna,
Secretary to the
Board of Trustees

PART I

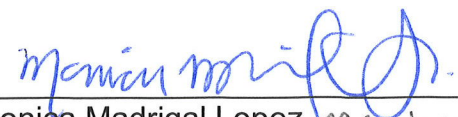
Signatures of Members of the Board

Signature: 
Veronica Robles-Solis, ~~PRESIDENT~~
of the Board of Trustees

Signature: 
Cynthia Salas, member
of the Board of Trustees

Signature: 
Rose Gonzales, member
of the Board of Trustees

Signature: 
Brian R. Melaneph, member
of the Board of Trustees

Signature: 
Monica Madrigal Lopez, member
of the Board of Trustees

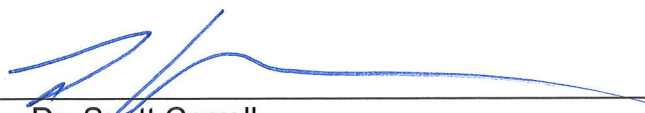
*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  _____
Dr. Anabolena DeGenna
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property, all Documents Related to District Property or Acquiring Property, and All Documents Requiring the Signature of Secretary or Clerk.

Signature:  _____
Dr. Scott Carroll
Title: Assistant Superintendent, Human Resources

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____
vacant
Title: Assistant Superintendent, Business and Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, and all Documents Related to District Property or Acquiring Property.

Page Three

Signature: 
Dr. Aracely Fox
Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: 
Patricia Núñez
Title: Director of Fiscal Services

Authorized to Sign: Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Federal and State Applications, Warrant Orders, and all Documents Related to District Property or Acquiring Property.

Signature: 
Melissa Reyes
Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Approval of Disposal of Surplus Property (Núñez/Reyes)

It is requested that the Board of Trustees declare the attached surplus property list obsolete and approve the disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00. All district owned surplus property items will be disposed of and/or recycled at the appropriate facilities.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Fiscal Services, and the Director, Purchasing, that the Board of Trustees declare the attached surplus property list obsolete and approve its disposal.

ADDITIONAL MATERIALS:

Attached: [Disposal list of Surplus Property \(6 Pages\)](#)

ARTICLE DESCRIPTION	ASSET TAG	SERIAL NUMBER
Cabinet	A111033	
Cabinet	A111034	
Cabinet	A111032	
Cabinet	A111031	
HP DESIGN JET T730	A16328	
DELL LT 5501	A17132	
DELL E5550	AS5084	
DELL E5550	A4951	
LENOVO T590	A17334	
DELL E5540	A4167	
DELL E5550	A5490	
DELL LATITUDE		128057
MAC BOOK	A2699	
DELL 5580	A14105	
DELL E5570	A10995	
DELL E5550	A5730	
DELL E5550	A5205	
DELL E5570	A13790	
DELL E5570	A10257	
DELL E5570	A10978	
DELL 5580	A14892	
DELL 5580	A14362	
DELL E5550	A4815	
DELL 5570	A13816	
LENOVO T15	A18680	
LENOVO T15	A18684	
LENOVO T15	A21642	
LENOVO T15	A18740	
LENOVO T15	A18817	
LENOVO T580	A16345	
LENOVO CARBON	A19979	
LENOOVO T590	A18217	
LENOOVO T590	A18174	
LENOOVO T590	A16825	
LENOOVO T590	A16832	
LENOOVO T590	A18354	
LENOOVO T590	A18299	
LENOOVO T590	A18194	
LENOOVO T590	A17108	
LENOOVO T590	A22199	
LENOOVO T590	A18190	
LENOOVO T590	A17341	
LENOOVO T590	A18209	
LENOOVO T590		
SALAD BAR CART ON WHEELS	A13120	

FOOD WARMER (KITCHEN) (TOP NOT WORKING)	A25980	
LAPTOP DELL LATITUDE E5520	128805	G8ZQLQ1
LAPTOP DELL LATITUDE E5550	A5265	D09JH72
LAPTOP DELL LATITUDE E5550	A5419	5VXTH72
LAPTOP DELL LATITUDE E5570	A13729	3TSNPF2
LAPTOP DELL LATITUDE E5540	A3352	6GHYK32
LAPTOP DELL LATITUDE E5550	A4342	G5DPN32
DELL CPU	A2632	
DELL CPU	A11705	
DELL CPU	A11704	
DELL CPU	A2633	
DELL CPU	A2636	
DELL CPU	A11743	
DELL LAPTOP	125441	
DELL LAPTOP	125435	
DELL LAPTOP	128038	
LENOVO LAPTOP	A18392	
LENOVO LAPTOP	A17314	
LENOVO LAPTOP	PF1PXF3K	
LENOVO LAPTOP	A18872	
LENOVO LAPTOP	A21493	
LENOVO LAPTOP	A21509	
LENOVO LAPTOP	A16368	
LENOVO LAPTOP	A16370	
OBSOLETE DELL LAPTOP	A4985	
OBSOLETE DELL LAPTOP	A4969	
OBSOLETE DELL LAPTOP	A5054	
OBSOLETE DELL LAPTOP	A2733	
OBSOLETE DELL LAPTOP	A161117	
EATON SWITCH	A10421	
DELL LAPTOPS (OBSOLETE)	A5044	
DELL LAPTOPS (OBSOLETE)	A3099	
CHROMEBOOK (OBSOLETE)	A3887	
LAPTOP-DELL LATITUDE E5570	A10989	GNJPPF2
LAPTOP-DELL LATITUDE E5550	A5024	138VV32
LAPTOP-DELL LATITUDE E5440	A3204	JCMQM12
LAPTOP-DELL LATITUDE 5580	A14315	21XT7H2
LAPTOP-DELL LATITUDE E5440	A3195	4HMQM12
LAPTOP-DELL LATITUDE E5440	A3175	BFMQM12
LAPTOP-DELL LATITUDE E5440	A3184	22NQM12
LAPTOP-DELL LATITUDE E5440	A3187	74NQM12
LAPTOP-DELL LATITUDE E5440	A3200	5QLQM12
LAPTOP-DELL LATITUDE E5440	A2660	HNN7XZ1
LAPTOP-DELL LATITUDE E5440	A2858	2VL7J12
LAPTOP-DELL LATITUDE E5440	A3205	5SPQM12
LAPTOP-DELL LATITUDE E5440	A3215	19MQM12

LAPTOP-DELL LATITUDE E5440	A3194	HNLQM12
LAPTOP-DELL LATITUDE E5440	A3209	6GMQM12
LAPTOP-DELL LATITUDE E5440	A2940	HRNLD12
LAPTOP-DELL LATITUDE E5440	A3201	98MQM12
LAPTOP-DELL LATITUDE E5440	A3199	FMMQM12
LAPTOP-DELL LATITUDE E5440	A3208	DNMQM12
LAPTOP-DELL LATITUDE E5440	A3191	48NQM12
LAPTOP-DELL LATITUDE E5440	A3117	HLMQM12
LAPTOP-DELL LATITUDE E5440	A3202	GJMQM12
LAPTOP-DELL LATITUDE E5550	A5618	H5MHNC2
LAPTOP-DELL LATITUDE E5570	A10756	HVJQTF2
LAPTOP-DELL LATITUDE E5550	A5600	FG7SFC2
LAPTOP-DELL LATITUDE E5550	A5395	2376N72
LULZBOT 3D PRINTER	A14198	KT-PR0035NA-C9141
NEW MATTER MODT - 3D PRINTER	A11355	1548-00083
HP LASERJET PRO MFP M428FDW	A22333	LNDRPBY5HK
DELL LAPTOP (OBSOLETE)	A18498	
DELL LAPTOP (OBSOLETE)	A18471	
HP PRINTER	A2195	
DELL LATITUDE 5580	A14135	
DELL LATITUDE 5570	A13745	
OPTIPLEX 3020 PC	A3787	
OPTIPLEX 390	A12592	
DELL LATITUDE 5540	A3369	
PHILLIPS 65BDL3000Q	A16249	AU0A1839002536
PHILLIPS 65BDL3000Q	A16261	AU0A1840001905
DELL LATITUDE E5550	A4970	
DELL LATITUDE E5550	A4143	
LENOVO THINKPAD T15 GEN1	A18688	
DELL LAPTOP	A10255	
DELL LAPTOP	A14142	
DELL LAPTOP	A2625	
DELL LAPTOP	A3029	
DELL LAPTOP	A4529	
DELL LAPTOP	A4514	2WM4162
LAPTOP CART	A14356	
HP PRINTER M501	A10784	
iPad CART	A2579	
WARMER	A25985	
WARMER	A25982	
PROMETHEAN BOARD MODEL AP7_B75	A19536	775T-KA2BEA0970479
PRINTER HP LASERJET M406	A22705	
OBSOLETE DELL LAPTOP	A4985	
OBSOLETE DELL LAPTOP	A4969	
OBSOLETE DELL LAPTOP	A5054	
OBSOLETE DELL LAPTOP	A2733	

OBSOLETE DELL LAPTOP	A161117	
DELL LT 5501	A17132	
DELL E5550	A5084	
DELL E5550	A4951	
LENOVO T590	A17334	
DELL E5540	A4167	
DELL E5550	A5490	
DELL LATITUDE		12857
MAC BOOK	A2699	
DELL 5580	A14105	
DELL E5570	A10995	
DELL E5550	A5730	
DELL E5550	A5205	
DELL E5570	A13790	
DELL E5570	A10257	
DELL E5570	A10978	
DELL 5580	A14892	
DELL 5580	A14362	
DELL E5550	A4815	
DELL 5570	A13816	
LENOVO T15	A18680	
LENOVO T15	A18684	
LENOVO T15	A21642	
LENOVO T15	A18740	
LENOVO T15	A18817	
LENOVO T580	A16345	
LENOVO CARBON	A19979	
LENOOVO T590	A18217	
LENOOVO T590	A18174	
LENOOVO T590	A16825	
LENOOVO T590	A16832	
LENOOVO T590	A18354	
LENOOVO T590	A18299	
LENOOVO T590	A18194	
LENOOVO T590	A17108	
LENOOVO T590	A22199	
LENOOVO T590	A18190	
LENOOVO T590	A17341	
LENOOVO T590	A18209	
HP DESIGN JET T730	A16328	
TV SAMSUNG	A4637	
DELL LAPTOP	A10255	
DELL LAPTOP	A14142	
DELL LAPTOP	A2625	
DELL LAPTOP	A3029	
DELL LAPTOP	A4529	

DELL LAPTOP	A4514	2WM4162
LAPTOP CART	A14356	
HP PRINTER	A10784	
PHILLIPS 65" TV	A22608	
HP LJ PRINTER M551	A1067	
GLOBE STAND MIXER	A11968	
HP CL LP C2025	A2801	
HP CL LP C2025	A2802	
POSTER PRINTER	A1154	
LAPTOP	A4490	
LAPTOP	A4489	
LAPTOP	A5658	
LAPTOP	A4527	
LAPTOP	A4540	
LAPTOP	A4432	
LAPTOP	A4551	
LAPTOP	A4400	
DELL DESKTOP	A13392	
DELL DESKTOP	A13022	
DELL DESKTOP	A13389	
DELL DESKTOP	A3941	
DELL DESKTOP	A13459	
DELL LAPTOP	A3989	
DELL LAPTOP	A4998	
DELL LAPTOP	A3996	
DELL LAPTOP	A3995	
DELL LAPTOP	A3713	
DELL LAPTOP	A5412	
DELL LAPTOP	A5712	
DELL LAPTOP	A3746	
TYPEWRITER	A2122	
MICROSOFT SURFACE	A5521	
DELL MONITOR	A22870	
DELL E5550	A4414	
MAC MINI	A2571	
HP LASERJET PRO 400	A4109	
DELL LAPTOP E5550	A4814	
DELL LAPTOP E5550	A3742	
DELL LAPTOP E5550	A5396	
DELL LAPTOP E5550	A5410	
LENOVO LAPTOP T590	A18155	
JUNIPER EX3300 POE+ 48 PORT	A10175	
JUNIPER EX3300 POE+ 48 PORT	A10176	
JUNIPER EX3300 POE+ 48 PORT	A10178	
JUNIPER EX3300 POE+ 48 PORT	A10179	
JUNIPER EX3300 POE+ 48 PORT	A10173	

JUNIPER EX3300 POE+ 48 PORT	A10174	
JUNIPER EX3300 POE+ 48 PORT	A10172	GB0216161080
JUNIPER EX3300 POE+ 24 PORT	A10182	
JUNIPER EX3300 POE+ 24 PORT	A10181	
JUNIPER EX3300 POE+ 24 PORT	A10184	
JUNIPER EX3300 POE+ 24 PORT	A10180	GE0216178766
DELL POWEREDGE 4600	A12129	
DELL POWEREDGE 2600		93030
EATON UPS	A10313	
EATON UPS	A10834	
EATON UPS	A10301	
EATON UPS	A10321	
EATON UPS	A10319	
EATON UPS	A10279	
EATON UPS	A10334	
EATON UPS	A10374	
BEIGE FILING CABINET (LARGE)	A11431	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #24-08 (Núñez/Reyes)

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

1. A listing of Purchase orders issued 2/06/2025 through 3/20/2025 for the 2024-2025 school year, for \$14,150,560.91.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Director of Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-08 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #24-08 \(36 Pages\)](#)

Includes Purchase Orders dated 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
010-4100	TEXTBOOKS			
P25-04540	The Continetal Press Inc.	Equity, Family, Cmty Engmt	LCAP_2.15 TXTBOOK & INST MATLS (PILOT PRGM)	6,365.81
Total:010-4100 TEXTBOOKS				6,365.81
010-4200	BOOKS OTHER THAN TEXTBOOKS			
P25-03918	Mrs. Nelson's Book Company	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	612.24
P25-03967	Amazon Com	San Miguel School	LCAP_2.05 Book Other than Textbooks	18.55
P25-04015	Amazon Com	Chavez School	LCAP_3.38_ BOOKS OTHER THAN TEXTBOOKS	182.27
P25-04018	Badger Claws of Ojai VENTURA C O OFFICE OF EDUCATION	Brekke School	LCAP_3.38 Materials and Supplies	273.13
P25-04019	Badger Claws of Ojai VENTURA C O OFFICE OF EDUCATION	Brekke School	LCAP_3.38 Materials and Supplies	273.13
P25-04038	BARNES AND NOBLE BOOKSELLERS, INC.	Harrington School	LCAP_3.38 MATL	823.75
P25-04054	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	55.98
P25-04058	Perma Bound Books	Rose Avenue School	LCAP_3.38_BOOKS (Instructional)	269.85
P25-04063	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	55.94
P25-04064	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	202.69
P25-04065	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	202.69
P25-04070	SCHOLASTIC-TEACHER STORE	Harrington School	LCAP_3.38_MATL.	229.55
P25-04082	Perma Bound Books	Curren School	LCAP_3.38 Materials and Supplies Instructional	686.81
P25-04106	IMAGINE LEARNING LLC	Marina West School	LCAP_3.38_BOOKS OTHR TXTB/Instr	1,315.92
P25-04137	Perma Bound Books	Chavez School	LCAP_3.38_ BOOKS OTHER THAN TEXTBOOKS	2,017.53
P25-04174	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Marshall TK-books	98.71
P25-04181	Perma Bound Books	Teaching & Learning	LCAP_3.41 Mat/sup for Literacy backpack project	40,000.00
P25-04205	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Brekke TK	129.51
P25-04206	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Marina West TK books	129.51
P25-04207	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Sierra Linda TK books	129.51
P25-04208	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Rose TK-books	64.75
P25-04228	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	154.00
P25-04255	Amazon Com	McAuliffe School	LCAP_3.38_MATL/SUPL(INST)	207.84
P25-04259	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Elm TK books	64.53

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 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
P25-04261	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Harrington TK books	64.53
P25-04263	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Sierra Linda TK books biliteracy	54.53
P25-04265	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Ramona TK books biliteracy	119.05
P25-04267	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup McKinna TK books biliteracy	119.05
P25-04269	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Lemonwood TK books biliteracy	119.03
P25-04271	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Drifill TK books biliteracy	119.03
P25-04278	Amazon Com	Marshall School	LCAP_3.38 MS. MURILLO SUPPLIES	58.29
P25-04296	Bound to Stay Bound Books Inc	McAuliffe School	LCAP_3.38 Books Instructional	2,842.63
P25-04297	Perma Bound Books	Harrington School	LCAP_3.38 BOOKS OTHER THAN TEXTBOOKS	927.84
P25-04338	Amazon Com	Special Education	LCAP_2.06 BOOKS	827.66
P25-04367	BOOKSOURCE	McAuliffe School	LCAP_3.38_Books/ Instructional	1,199.90
P25-04384	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Elm-Romero	65.15
P25-04393	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Chavez TK books	64.53
P25-04428	Amazon Com	Superintendent	LCAP_5.02_BOOK ORDER	628.92
P25-04475	GREENWOOD PUB GROUP LLC HEINEM ANN	Soria School	LCAP_3.38 BKS OTHER THAN TXTBKS	128.33
P25-04498	Jennifer Wilhite The Bookworm	Drifill School	LCAP_3.38_ MATERIALS AND SUPPLIES BOOKS TOBON	564.23
P25-04501	BARNES AND NOBLE BOOKSELLERS, INC.	Educational Services	LCAP 3.05_Unrestricted (Principal Mtls)	804.08
P25-04509	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Mr. Tapia 7th	282.62
P25-04510	Amazon Com	Elm School	LCAP_3.38 BOOKS OTHER THAN	27.41
P25-04541	Perma Bound Books	Marina West School	LCAP_3.38 BOOKS OTHER THAN TXTBK/INST	3,000.00
P25-04584	Perma Bound Books	Soria School	LCAP_3.38 BKS OTHER THAN TXTBKS	2,313.55
P25-04585	Perma Bound Books	Lopez Academy	LCAP_3.38 BOOKS OTHER THAN TEXTBOOKS	4,999.36
P25-04586	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS CHAVEZ	10,224.71
P25-04587	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS CURREN	10,224.71
P25-04588	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS DRIFILL	10,224.71
P25-04589	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS ELM	8,764.04
P25-04590	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS HARRINGTON	8,764.04

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 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
P25-04591	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS KAMALA	10,224.71
P25-04592	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS LEMONWOOD	10,224.71
P25-04593	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS MC KINNA	8,764.04
P25-04594	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS RAMONA	8,764.04
P25-04595	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS SORIA	10,224.71
P25-04596	Perma Bound Books	Rose Avenue School	LCAP_3.38_BOOKS (instructional)	267.28
P25-04615	Ventura Co Office Of Education	Ramona School	LCAP_3.38 BOOKS	174.80
P25-04640	Perma Bound Books	Elm School	LCAP_3.38 BOOKS OTHER THAN	3,547.51
P25-04655	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS LOPEZ	1,337.00
P25-04656	Perma Bound Books	Teaching & Learning	LCAP_1.06 BI LIT BOOKS FRANK	1,038.15
Total:010-4200 BOOKS OTHER THAN TEXTBOOKS				170,297.27

010-4300 MATERIALS AND SUPPLIES

P25-03913	Amazon Com	Lopez Academy	LCAP_2.19 MATL-SUPL (ELOP)	542.77
P25-03914	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	206.89
P25-03915	Demco Inc	Elm School	LCAP_3.38 MATL/SUPP	87.55
P25-03916	Amazon Com	Facilities	Materials and Supplies	60.24
P25-03917	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP Instructional - 2nd gr AR	135.86
P25-03919	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	224.09
P25-03920	Amazon Com	Rose Avenue School	LCAP_3.38 MATERIALS/SUPPLIES (Instructional)	538.27
P25-03921	Amazon Com	Facilities	Grounds Materials and Supplies	75.32
P25-03922	Amazon Com	Facilities	Grounds Materials and Supplies	703.08
P25-03923	Lakeshore Learning Materials	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Mr. Hurtado	217.40
P25-03925	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	15.78
P25-03926	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	393.71
P25-03927	Smile Makers Inc	Elm School	LCAP_3.38 MATL/SUPP	80.52
P25-03928	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Ms. Guillen TK	215.04
P25-03930	Amazon Com	Ritchen School	LCAP_3.38_-MATL/SUP-Instructional (L.Ludy)	43.69
P25-03932	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials/Supplies	852.81
P25-03933	Carrie A Kouri eSpecial Needs, LLC	Ritchen School	LCAP_3.38_-MATL/SUP-Instructional (S.Davidovics)	51.39
P25-03934	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	686.05

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 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
P25-03935	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Curren School	LCAP_3.38 MATL-SUPL (INST)	1,351.97
P25-03937	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,156.38
P25-03938	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Robert Duenas	181.70
P25-03939	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Robert Duenas	35.99
P25-03940	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Juan Carlo G.	250.44
P25-03941	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Shanna Muth	10.91
P25-03942	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Natalie Gabrie	25.10
P25-03943	Amazon Com	San Miguel School	LCAP_2.05 Mat & Sup (Jones)	217.74
P25-03944	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	53.06
P25-03945	Amazon Com	Marshall School	LCAP_3.38_TEACHER SUPPLIES	280.70
P25-03946	Amazon Com	Special Education	LCAP_2.05 Materials/Supplies	100.54
P25-03947	Amazon Com	Marshall School	LCAP_3.38_AP INK CARTRIDGE	652.84
P25-03948	Amazon Com	Facilities	Grounds Materials and Supplies	2,134.35
P25-03950	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	1,851.60
P25-03951	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	1,184.80
P25-03952	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	721.44
P25-03953	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	2,367.28
P25-03954	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Edna Guerrero	1,208.98
P25-03955	Amazon Com	Special Education	LCAP_2.05 Materials/Supplies- Kayla Compian OT	979.93
P25-03957	Teachers Pay Teachers	Special Education	LCAP_2.05 Materials & Supplies for Coral Spencer	104.48
P25-03958	Super Duper Inc	Special Education	LCAP_2.05 Materials & Supplies for Shanna Muth	122.75
P25-03959	SPEECH CORNER	Special Education	LCAP_2.05 Materials & Supplies for Shanna Muth	76.97
P25-03960	West Music Company Inc	Marshall School	LCAP_3.38_MUSIC TEACHER SUPPLIES	3,910.00
P25-03961	Amazon Com	Teaching & Learning	LCAP_1.01 Mat/sup for District Spelling Bee	100.16
P25-03962	SPEECH CORNER	Special Education	LCAP_2.05 Materials & Supplies for Christina K.	235.93
P25-03963	Teachers Pay Teachers	Special Education	LCAP_2.05 Materials & Supplies for Natalie Gabrie	105.69
P25-03964	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials & Supp. for Prog. Specialist	908.73

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PO Number	Vendor Name	Location	Description	
P25-03965	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Material/Supplies- Courtney Morrison DHH	3,551.10
P25-03966	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	264.04
P25-03968	Amazon Com	San Miguel School	LCAP_2.05 Materials & Supplies (Barragan)	195.38
P25-03969	Amazon Com	Harrington School	LCAP_3.38_ MATL-SUPL	666.80
P25-03970	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	132.61
P25-03971	Amazon Com	Marshall School	LCAP_3.38_TEACHER/OFFICE SUPPLIES	173.65
P25-03972	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials/Supplies	3,445.82
P25-03973	Really Good Stuff	Special Education	LCAP_2.05 Material/Supplies	14,062.55
P25-03974	QUINN COMPANY	Facilities	Grounds Materials and Supplies	500.00
P25-03975	Southpaw Enterprises Inc	Special Education	LCAP_2.05 Supplies - Edna Guerrero	1,014.60
P25-03977	Zoro Tools, Inc.	Facilities	Custodial Materials and Supplies	2,000.00
P25-03978	Printech	Marshall School	LCAP_3.38 DUPLOS MASTER ROLLS	540.79
P25-03979	Lakeshore Learning Materials	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Ms. Ornelas TK	205.31
P25-03980	Ashton Awards Inc Aswell Troph y	Marshall School	LCAP_3.38_SPEECH CONTEST MEDALS	78.00
P25-03981	Lego Education	Harrington School	LCAP_3.38_Material & Supplies	292.74
P25-03982	Lakeshore Learning Materials	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Ms. Ornelas TK (2)	235.11
P25-03983	Maad Graphics	Sierra Linda School	LCAP_3.38 MATL/ SUP Inst. - Student of the month	642.39
P25-03984	Maad Graphics	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Kindness Club	393.30
P25-03988	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Kayla Compian	2,945.63
P25-03989	Home Depot Inc	Special Education	LCAP_2.05 Materials/Supplies	103.73
P25-04002	CDW G	Equity, Family, Cmty Engmt	LCAP_2.15 MAT/ SUPL	1,454.12
P25-04003	Amazon Com	Marshall School	LCAP_3.38_ STANDUP DESKS FOR OFFICE STAFF	906.70
P25-04006	Amazon Com	Curren School	LCAP_3.38 Materials and Supplies Instructional	2,452.80
P25-04008	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) Supplies - Amazon	304.45
P25-04010	Lakeshore Learning Materials	Frank School	LCAP_3.38_(Mat-Sup) Supplies-Lakeshore	1,162.49
P25-04014	Lakeshore Learning Materials	Brekke School	LCAP_3.38 Materials and supplies	195.44
P25-04016	Amazon Com	Information Technology	LCAP_5.39_ITS/ MAT/SUP	455.77
P25-04017	Amazon Com	Driffill School	LCAP_3.38_ MATERIALS AND SUPPLIES COUNSELORS	599.33
P25-04021	JW PEPPER & SON	Marshall School	LCAP_3.38_MUSIC TEACHER SUPPLIES	238.49

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P25-04023	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	1,146.17
P25-04024	Maad Graphics	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	1,529.50
P25-04025	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Literacy backpack project	3,694.74
P25-04026	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	1,388.83
P25-04035	JW PEPPER & SON	Marshall School	LCAP_3.38_MUSIC TEACHER SUPPLIES	1,471.31
P25-04036	Walmart	Rose Avenue School	LCAP_3.38_MAT/SUPPLIES	500.00
P25-04037	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	194.35
P25-04039	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	160.24
P25-04040	Amazon Com	Human Resources	MATL/SUPP	156.62
P25-04043	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	212.13
P25-04044	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	53.99
P25-04050	Demco Inc	Marina West School	LCAP_3.38_Materials for Book repairs/care	215.96
P25-04051	Amazon Com	Marina West School	LCAP_3.38_MATL-SUPL/INST	47.13
P25-04053	Amazon Com	Driffill School	LCAP_3.38_MATERIALS AND SUPPLIES NEW CLASSROOMS	267.57
P25-04055	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES	523.69
P25-04056	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES	61.67
P25-04057	Amazon Com	Harrington School	LCAP_3.38_MATL-SUPL	64.40
P25-04059	Dazzling Designs, LLC Fastsign s of Oxnard	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES	725.51
P25-04060	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (Instruc)	268.42
P25-04061	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	139.21
P25-04062	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Ms. Alvarado	208.15
P25-04066	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	42.59
P25-04067	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	66.55
P25-04068	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	74.73
P25-04069	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	221.85
P25-04071	Lakeshore Learning Materials	Brekke School	LCAP_3.38 Materials and Supplies	82.13
P25-04072	Lakeshore Learning Materials	Kamala School	LCAP_3.38_MATL/SUPPLY(INST)	204.36
P25-04073	Lakeshore Learning Materials	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Ms. Phenix	206.40
P25-04081	Amazon Com	Curren School	LCAP_3.38 Materials and Supplies Instructional	644.54
P25-04083	Affordable Tables And Chairs	Curren School	LCAP_3.38 Professional Devel. SIP 3-4-25	292.50
P25-04084	Amazon Com	Equity, Family, Cmty Engmt	LCAP_5.14_MATL/SUPL	151.03
P25-04085	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) Amazon	193.73

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PO Number	Vendor Name	Location	Description	
P25-04086	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup)STEAM Lab-Amazon	313.21
P25-04087	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) Amazon	159.53
P25-04088	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	222.56
P25-04090	Teachers Pay Teachers	McKinna School	LCAP_3.38- mat/sup-instructional	74.40
P25-04092	Lowe's	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	400.21
P25-04093	Amazon Com	Curren School	LCAP_3.38 Matls & Sup-Inst Art	3,421.42
P25-04095	Amazon Com	Lopez Academy	LCAP_2.8 for Wellness Ctr	1,988.92
P25-04099	BOWLERO OXNARD	Enrichment & Special Programs	LCAP_2.19 Fieldtrip Lopez	3,418.20
P25-04104	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) Amazon	1,024.92
P25-04105	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) Amazon-Materials	2,276.82
P25-04107	Amazon Com	Enrichment & Special Programs	LCAP_2.19 Matl/supl Elm	1,453.36
P25-04115	School Datebooks	Curren School	LCAP_3.38 MATL-SUPL (INST)	1,840.05
P25-04120	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	715.16
P25-04121	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	173.52
P25-04122	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	742.43
P25-04123	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01_MATL/SUPL	47.73
P25-04124	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	319.74
P25-04125	Ashton Awards Inc Aswell Troph y	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	65.55
P25-04126	Urbane Cafe Alex Bello-Mgr	SchPerformance & StudOutcomes	LCAP_1.11_ matl/sup Orenda	300.00
P25-04127	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01_MATL/SUPL	73.05
P25-04128	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL Kamala	397.92
P25-04130	Sweetwater Sound Holdings, LLC	Harrington School	LCAP_3.38_Materials and Supplies	8,939.01
P25-04133	Home Depot Inc	Frank School	LCAP_3.38_(Mat-Sup) Materials - Home Depot	310.65
P25-04134	Petroleum Telcom Inc DBA Telecom	Risk Management	Emergency Materials and Supplies-Radios	269,213.96
P25-04135	Amazon Com	Math and PE Programs	LCAP_3.03 Mat/sup for Rose PE	2,178.81
P25-04140	Lakeshore Learning Materials	Math and PE Programs	LCAP_3.03 Mat/sup for Rose PE	2,181.40
P25-04142	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL	1,016.04
P25-04147	Amazon Com	Marshall School	LCAP_3.38_WELLNESS CENTER SUPPLIES	320.76
P25-04148	Amazon Com	Information Technology	LCAP_5.39_ITS/ MAT/SUP	269.77

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P25-04149	ODP BUSINESS SOLUTIONS, LLC	Marina West School	LCAP_3.38_MATL-SUPL/Instr	189.69
P25-04150	CDW G	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	2,908.24
P25-04152	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	129.47
P25-04153	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	230.32
P25-04154	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	139.30
P25-04155	Amazon Com	Marina West School	LCAP_3.38_MATL-SUPL/INST	167.83
P25-04156	Home Depot Inc	Elm School	LCAP_3.38 MATL/SUPP	233.93
P25-04159	STONEFIRE GRILL, 11 INC	Soria School	LCAP_3.38_MATL / SUPL	1,329.64
P25-04161	Amazon Com	Marina West School	LCAP_3.38_MATL-SUPL/INST	1,780.80
P25-04167	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	184.33
P25-04168	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	301.62
P25-04170	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	58.05
P25-04171	Amazon Com	Soria School	LCAP_3.38_MATL / SUPL (INST)	855.86
P25-04172	Lakeshore Learning Materials	Lopez Academy	LCAP_5.06_matl/sup New teacher - C. Daduya	282.34
P25-04173	CULLIGAN OF VENTURA COUNTY	Ramona School	LCAP_3.38_MATL/SUPPL	415.15
P25-04176	Lakeshore Learning Materials	Brekke School	LCAP_3.38 Materials and Supplies	186.85
P25-04183	Ashton Awards Inc Aswell Troph y	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	19.67
P25-04184	Amazon Com	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	101.65
P25-04185	Amazon Com	Harrington School	LCAP_3.38_MATL-SUPL	86.24
P25-04186	WIDMORE MANAGEMENT LLC EL POLL O LOCO	Harrington School	LCAP_3.38_MATL-SUPL	850.45
P25-04187	Amazon Com	Harrington School	LCAP_3.38_Matl-SUPL	198.83
P25-04190	Coast To Coast Computer Prod	Harrington School	LCAP_3.38_MATL	281.87
P25-04191	Lowe's	Enrichment & Special Programs	LCAP_2.19 Matl/supl	455.55
P25-04193	Lakeshore Learning Materials	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	170.46
P25-04195	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Ms. Robles ORC	601.52
P25-04196	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Instr	405.41
P25-04197	Debruin Enterprises, LLC	Enrichment & Special Programs	LCAP_2.18 Mtrl/Supl (Summer)	211,071.00
P25-04198	PANERA BREAD COMPANY PANERA LL C	Sierra Linda School	LCAP_3.38 MATL/SUP-Read Across America visitors	538.01
P25-04203	Amazon Com	Facilities	LCAP_2.34_Materials and Supplies	13.09
P25-04204	Amazon Com	Harrington School	LCAP_3.38_MATL-SUPL	65.18
P25-04209	Amazon Com	Pupil Services	LCAP_2.08	51.29
P25-04210	Lakeshore Learning Materials	Lopez Academy	LCAP_2.08 for Wellness Ctr	3,339.64
P25-04212	Astra Backflow Inc.	Facilities	LCAP_2.34_Plumbing Equipment / Soria	1,317.66
P25-04213	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	727.57
P25-04214	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	680.84
P25-04215	Lakeshore Learning Materials	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	245.42

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PO Number	Vendor Name	Location	Description	
P25-04216	Amazon Com	Math and PE Programs	LCAP_3.03 Mat/sup for ROSE PE DEPT.	476.38
P25-04217	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	66.62
P25-04218	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	117.45
P25-04219	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	118.42
P25-04220	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	123.45
P25-04221	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	70.09
P25-04222	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	245.87
P25-04223	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	249.48
P25-04224	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	112.76
P25-04225	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	230.66
P25-04226	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	37.13
P25-04227	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	98.16
P25-04229	CARNITAS EL BROTHER INC	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	800.00
P25-04231	Amazon Com	Teaching & Learning	LCAP_3.03 Mat/sup for Rose PE	1,729.15
P25-04232	Amazon Com	Math and PE Programs	LCAP_3.03 Mat/sup for Rose PE Dept.	2,893.41
P25-04233	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04234	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04235	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04236	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04237	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04238	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	2,042.51
P25-04239	Lakeshore Learning Materials	McAuliffe School	LCAP_3.38_Books/Instructional	251.36
P25-04240	SOS Survival Products	Risk Management	Matls/Sup - Safety	8,643.28
P25-04256	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Brekke TK Vet Play	498.37
P25-04257	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup MARINA WEST TK Vet Play	417.04
P25-04258	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Chavez TK Vet Play Biliteracy	267.76
P25-04260	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Elm TK Vet Play Biliteracy	253.39
P25-04262	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup HarringtonTK Vet Play Biliteracy	253.39
P25-04264	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Sierra LindaTKVetPlay Biliteracy	249.36
P25-04266	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Ramona TK Vet Play Biliteracy	535.53

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P25-04268	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup McKinna TK Vet Play Biliteracy	535.53
P25-04270	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Lemonwood TK Vet Play Biliteracy	535.53
P25-04272	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Drifill TK Vet Play Biliteracy	535.53
P25-04273	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Marshall TK Vet Play Biliteracy	298.87
P25-04274	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Marshall TK Vet Play	52.54
P25-04275	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	244.19
P25-04276	Amazon Com	Facilities	LCAP_2.34_Grounds Materials and Supplies	25.28
P25-04277	Amazon Com	Marshall School	LCAP_3.38_ TEACHER SUPPLIES	44.92
P25-04278	Amazon Com	Marshall School	LCAP_3.38 MS. MURILLO SUPPLIES	238.88
P25-04279	Amazon Com	Marshall School	LCAP_3.38_ MS. GRAVEL SUPPLIES	229.00
P25-04280	Amazon Com	Marshall School	LCAP_3.38_MS. ORLINSKY SUPPLIES	272.95
P25-04281	Amazon Com	Marshall School	LCAP_3.38_ PE SUPPLIES	596.16
P25-04282	Amazon Com	Marshall School	LCAP_3.38_ PE ITEMS	1,546.00
P25-04283	Amazon Com	Marshall School	LCAP_3.38_ CHAMP STORE SUPPLIES	360.80
P25-04284	Amazon Com	Marshall School	LCAP_3.38_ CHAMP STORE SUPPLIES	610.19
P25-04285	Amazon Com	McAuliffe School	LCAP_3.38_MATL/SUPL	23.10
P25-04286	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Brennan Pope	49.31
P25-04287	Amazon Com	Marshall School	LCAP_3.38_SPORTS WAGON	108.31
P25-04288	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	190.76
P25-04289	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	529.95
P25-04290	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	48.23
P25-04291	Pablo Huchin DBA: Eggs Y Mas	Kamala School	LCAP_3.38_ Mat/Sup (SIP Day Lunch)	1,660.60
P25-04292	Urbane Cafe Alex Bello-Mgr	Elm School	LCAP_3.38 MATL/SUPP	611.13
P25-04293	PANERA BREAD COMPANY PANERA LL C	Chavez School	LCAP_3.38_ MTLS/SUPL-INSTR	624.43
P25-04294	PIZZAMAN DAN'S	Human Resources	LCAP_5.25 _MATL/SUPP	1,000.00
P25-04295	OLD NEW YORK BAGEL & DELI CO I NC.	Superintendent	LCAP_5.02_LCAP_5.03_MAT/SUP	233.73
P25-04299	Ashton Awards Inc Aswell Troph y	Chavez School	LCAP_3.38_ MTLS/SUPL-INSTR	99.22
P25-04301	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	1,361.67
P25-04302	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	680.84
P25-04303	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	680.84

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PO Number	Vendor Name	Location	Description	
P25-04304	Lakeshore Learning Materials	Teaching & Learning	LCAP_3.41 Mat/sup for TK/K	680.84
P25-04306	Maad Graphics	McKinna School	LCAP_3.38- Matl/sup-instructional	789.88
P25-04311	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	Marshall School	LCAP_3.38_ PE UNIFORMS 2025-2026 YR	3,550.63
P25-04312	Taco Inn Family Restaurant	McKinna School	LCAP_3.38-Matl/sup-instructional	477.97
P25-04313	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Ms. Guillen Sped	262.20
P25-04314	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP Inst. - Ms. Garcia Sped	214.44
P25-04315	Amazon Com	Special Education	LCAP_2.05 Sup/Material- H. Prushansky-TLC Prgm	794.76
P25-04316	Amazon Com	Curren School	LCAP_3.38 MATL/SUPL (INST) Garland	61.21
P25-04317	Amazon Com	Special Education	LCAP_2.05 Materials/Supplies	80.54
P25-04318	Amazon Com	Special Education	LCAP_2.05 Materials/Supplies	220.41
P25-04319	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials/Supplies- ESY	529.40
P25-04320	Amazon Com	Special Education	LCAP_2.05 Sup/Mat H. Prushansky - TLC Prgm	1,140.54
P25-04321	Amazon Com	Special Education	LCAP_2.05 Sup/Mat H. Prushansky - TLC Prgm	1,472.94
P25-04322	Amazon Com	Special Education	LCAP_2.05 Sup/Mat H. Prushansky - TLC Prgm	1,064.30
P25-04323	Amazon Com	Special Education	LCAP_2.05 Sup/Mat H. Prushansky - TLC Prgm	1,808.05
P25-04324	Lakeshore Learning Materials	Special Education	LCAP_2.05	3,805.06
P25-04330	DICK BLICK COMPANY BLICK ART M ATERIALS	Enrichment & Special Programs	LCAP_2.19 Matl/Supl	439.40
P25-04331	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	211.53
P25-04332	Amazon Com	Elm School	LCAP_3.38 MATL./SUPP	203.94
P25-04333	Amazon Com	San Miguel School	LCAP_2.05 Materials & Supplies (Saltamachio)	184.23
P25-04334	Amazon Com	San Miguel School	LCAP_2.05 Materials & Supplies (Piña)	68.70
P25-04335	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	58.05
P25-04336	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	139.96
P25-04337	Amazon Com	Ritchen School	LCAP_3.38 - MATL/SUP-Instr. (Davidovics)	113.75
P25-04339	Amazon Com	Special Education	LCAP_2.05_Materials & Supplies	130.41
P25-04340	Amazon Com	McAuliffe School	LCAP_3.38_MATL/SUPL(INST)	244.43
P25-04341	Amazon Com	Risk Management	Matls/Sup - Ergo	212.53
P25-04342	Amazon Com	Risk Management	Matls/Sup - Ergo	208.64
P25-04343	Amazon Com	Risk Management	Matls/Sup - Ergo	182.42
P25-04344	Amazon Com	Risk Management	Matls/Sup - Ergo	321.18
P25-04345	Amazon Com	Risk Management	Matls/Sup - Ergo	36.65
P25-04346	Amazon Com	Risk Management	Matls/Sup - Ergo	36.65

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PO Number	Vendor Name	Location	Description	
P25-04347	Amazon Com	Risk Management	Matls/Sup - Ergo	109.69
P25-04348	Amazon Com	Risk Management	Matls/Sup - Ergo	60.67
P25-04349	Amazon Com	Risk Management	Matls/Sup - Ergo	119.24
P25-04350	Amazon Com	Risk Management	Matls/Sup - Ergo	119.24
P25-04351	Amazon Com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	405.46
P25-04352	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math teachers	78.62
P25-04353	IV CARLOS INC TACOS DON CHENTE	Transportation	LCAP_2.30_SUPL	600.00
P25-04354	Lakeshore Learning Materials	San Miguel School	LCAP_2.05 Materials & Supplies (M. Saltamachio)	61.60
P25-04356	EL POLLO NORTENO INC	McAuliffe School	LCAP_3.38_SIP DAY	495.25
P25-04359	CARNITAS EL BROTHER INC	Ritchen School	LCAP_3.38 MATL-SUPL (INST)	764.75
P25-04360	GREENWOOD PUB GROUP LLC HEINEM ANN	Curren School	LCAP_3.38 Materials and Supplies Instructional	279.69
P25-04361	CDW G	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	198.73
P25-04362	ODP BUSINESS SOLUTIONS, LLC	Marina West School	LCAP_3.38_MATL-SUPL/INST	111.69
P25-04363	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05_Materials & Supplies for Harrington	904.11
P25-04364	Amazon Com	Facilities	LCAP_2.34_Materials and Supplies	44.94
P25-04365	Home Depot Inc	Frank School	LCAP_3.38_(Mat-Sup) Home Depot -Materials	33.69
P25-04368	United Rentals (North America)	Facilities	LCAP_2.34_Grounds Equipment Repair	3,603.57
P25-04370	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	1,655.33
P25-04383	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup Sierra LindaTK Vet Play	498.37
P25-04384	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for Elm-Romero	90.33
P25-04385	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math teachers	65.11
P25-04386	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math teachers	65.11
P25-04387	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math teachers	27.97
P25-04388	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 DELAC MATL-SUPL	586.35
P25-04389	COSTCO WHOLESALE CORPORATION	Brekke School	LCAP_3.38 Materials and Supplies	400.00
P25-04392	Amazon Com	Teaching & Learning	LCAP_3.41 Mat/sup for RoseTK Vet Play	249.19
P25-04394	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	47.87
P25-04398	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	2,727.38
P25-04407	Amazon Com	Curren School	LCAP_3.38 Matls & Supplies Instr. Mora	217.86

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PO Number	Vendor Name	Location	Description	
P25-04410	CABO SEAFOOD GRILL AND CANTINA INC	Superintendent	Board Meeting Dinner March 5, 2025	381.28
P25-04414	Amazon Com	San Miguel School	LCAP_2.05 Materials & Supplies (ALBA)	275.27
P25-04416	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL ROSE.SORIA	202.20
P25-04420	CN School & Office Sol, Inc Cu lver-Newlin	Human Resources	MTLS/SUP (HR DIR CL - KYOS)	1,429.84
P25-04424	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	260.29
P25-04425	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	142.16
P25-04426	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	33.03
P25-04427	Amazon Com	McAuliffe School	LCAP_3.38_MATL/SUPPL	54.73
P25-04429	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	268.90
P25-04430	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	180.37
P25-04431	Amazon Com	Marshall School	LCAP_3.38_TEACHER SUPPLIES	696.93
P25-04432	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	244.14
P25-04433	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	30.70
P25-04434	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	33.55
P25-04435	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab - Amazon	1,839.27
P25-04436	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Amazon	2,528.43
P25-04437	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Amazon	120.20
P25-04438	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	156.41
P25-04439	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	37.31
P25-04440	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	214.02
P25-04441	Liquidity Services Operations, LLC DBA: GovDeals	Transportation	LCAP_2.30_SUPL	2,475.00
P25-04442	North American Rescue LLC	Risk Management	Matls/Sup - Safety	579.93
P25-04443	Amazon Com	Marina West School	LCAP_3.38 MATL-SUPL/INST	329.21
P25-04446	Einstein Bros. Bagel Manhattan Bagel and Bakery Inc	Superintendent	LCAP_5.02_LCAP_5.03_MAT/SUP	1,000.00
P25-04447	Levy Premium Food Service	Enrichment & Special Programs	LCAP_2.19 ELOP FT	10,474.33
P25-04448	COSTCO WHOLESALE CORPORATION	Human Resources	LCAP_5.25_Recruitment Supplies - A. Cordes	1,500.00
P25-04449	MIND EDUCATION	Marina West School	LCAP_3.38 MATL-SUPL/INST	993.11
P25-04451	Lakeshore Learning Materials	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	235.89
P25-04452	Lakeshore Learning Materials	Marshall School	LCAP_3.38_MS. PALMER ITEMS	599.78
P25-04457	GYROMANIA, LLC	Human Resources	LCAP_1.15_Matl-Supl (Negotiations)	1,500.00
P25-04460	Amazon Com	Soria School	LCAP_3.38_MATL / SUP	533.57
P25-04461	Sphero, Inc.	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-SPHERO	6,411.61

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PO Number	Vendor Name	Location	Description	
P25-04463	School Datebooks	Curren School	LCAP_3.38 Matls and Supplies Instruct.	1,472.04
P25-04467	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	371.21
P25-04468	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	460.39
P25-04469	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	729.48
P25-04470	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Casarez 6th	97.36
P25-04471	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Ms. Martinez	62.93
P25-04472	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Flores & Lozano	48.20
P25-04473	Lakeshore Learning Materials	Soria School	LCAP_3.38 MAT / SUPL	256.63
P25-04474	Ashton Awards Inc Aswell Troph y	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	36.38
P25-04476	Printech	Soria School	LCAP_3.38 MATL / SUP	540.79
P25-04482	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL Frank	550.77
P25-04483	Amazon Com	Driffill School	LCAP_3.38_ MATERIALS AND SUPPLIES EL SARAPES	371.92
P25-04484	Amazon Com	Driffill School	LCAP_3.38_ MATERIALS AND SUPPLIES PE EQUIP	60.23
P25-04485	Amazon Com	Driffill School	LCAP_3.38 PBIS SOCCER GOALS	882.37
P25-04486	Amazon Com	Driffill School	LCAP_3.38 MAT & SUPPLS	198.83
P25-04487	Amazon Com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	256.86
P25-04496	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	1,026.38
P25-04499	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	Enrichment & Special Programs	LCAP_2.19 Service	979.98
P25-04500	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES HURTADO	61.60
P25-04507	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	134.38
P25-04508	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	132.03
P25-04509	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Mr. Tapia 7th	19.06
P25-04511	Amazon Com	Marshall School	LCAP_3.38_ MATERIALS/SUPPLIES	97.39
P25-04512	Amazon Com	Superintendent	LCAP_5.03 _MAT/SUPL	36.38
P25-04513	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Office	30.98
P25-04514	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Office	118.41
P25-04515	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Instructional - Ms. Gordon 3rd	64.26
P25-04516	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Ms. Molina 1st Gr	35.12
P25-04517	Amazon Com	Harrington School	LCAP_3.38_ MATL-SUPL	480.92
P25-04518	Ashton Awards Inc Aswell Troph y	McAuliffe School	LCAP_3.38_ MATL/SUPPL	114.71
P25-04520	Ashton Awards Inc Aswell Troph y	Elm School	LCAP_3.38 MATL/SUPP	27.64
P25-04521	Lakeshore Learning Materials	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	150.21

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PO Number	Vendor Name	Location	Description	
P25-04522	BMI Systems Group	Information Technology	LCAP_5.39_ ITS MAT/SUP-ChrBk Asset Tags	702.00
P25-04523	Demco Inc	Frank School	LCAP_3.38_(Mat-Sup) Library supplies- Demco	124.94
P25-04524	Schoolmasters Safety	Marshall School	LCAP_3.38_MATERIALS & SUPPLIES	306.24
P25-04525	Spicers Paper Inc	Graphics	Materials and Supplies	2,289.61
P25-04526	Demco Inc	Curren School	LCAP_3.38 Materials and Supplies Instruct. Library	103.10
P25-04530	Uline	Frank School	LCAP_3.38_(Mat-Sup) File cabinets	434.70
P25-04531	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Amazon	1,289.37
P25-04532	Amazon Com	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Amazon	2,878.97
P25-04534	VEX ROBOTICS LLC	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Robotics VEX	6,230.18
P25-04536	BirdBrain Technologies, LLC	Frank School	LCAP_3.38_(Mat-Sup) STEAM Lab-Robotics: BirdBrain	4,727.67
P25-04539	CARNITAS EL BROTHER INC	Marshall School	LCAP_3.38_MATERIALS & SUPPLIES	1,000.50
P25-04542	Imagestuff/School Life	Marshall School	LCAP_3.38_MATERIALS AND SUPPLIES	1,894.24
P25-04546	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	284.67
P25-04547	Amazon Com	Facilities	LCAP_2.34_Grounds Materials and Supplies	139.13
P25-04548	Amazon Com	Facilities	LCAP_2.34_ Maintenance Materials and Supplies	108.22
P25-04549	Amazon Com	Marina West School	LCAP_3.38 MATL-SUPL/INST	78.66
P25-04550	Amazon Com	Marina West School	LCAP_3.38 MATL-SUPL/INST	27.46
P25-04551	Amazon Com	McKinna School	LCAP_3.38-matl/sup-instructional	346.25
P25-04552	Amazon Com	McKinna School	LCAP_3.38-matl/sup-instructional	122.75
P25-04553	Amazon Com	Equity, Family, Cmtly Engmt	LCAP_4.01_MATL/SUPL	46.22
P25-04554	Amazon Com	Enrichment & Special Programs	LCAP_2.19 Matl/sup Harrington	278.25
P25-04555	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Office	255.68
P25-04556	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Cervantes (K)	296.95
P25-04558	Walmart	Drifill School	LCAP_3.38_MATERIALS AND SUPPLIES FOR PIE DAY	218.50
P25-04560	Green Thumb International	Facilities	LCAP_2.34_Custodial Materials and Supplies	3,500.00
P25-04563	Amazon Com	Equity, Family, Cmtly Engmt	LCAP_4.01 MATL/SUPL	108.26
P25-04564	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	95.19
P25-04565	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	113.97

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P25-04566	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL Ramona	119.14
P25-04567	Amazon Com	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	256.88
P25-04569	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	59.05
P25-04570	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	30.74
P25-04571	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	72.23
P25-04572	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	31.62
P25-04573	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	563.77
P25-04574	Amazon Com	Marina West School	LCAP_3.38 MATL-SUPL/PRNT PARTIC	26.05
P25-04575	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL Curren	383.01
P25-04577	Ruben Napoles dba. Fine Touch Company	Kamala School	LCAP_3.38 MATL-SUPL (Wellness Ctr. INST)	422.00
P25-04579	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES WORKROOM	603.89
P25-04580	Amazon Com	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	58.05
P25-04581	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	75.89
P25-04582	Amazon Com	Curren School	LCAP_3.38 Materials/Supplies & Non-cap equip.	369.37
P25-04597	Amazon Com	Enrichment & Special Programs	LCAP_2.19 Mtrl/Supl	1,845.96
P25-04598	Montgomery Hardware Company	Facilities	LCAP_2.34_Locksmith Equipt	2,085.05
P25-04602	Walmart	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	400.00
P25-04603	CARNITAS EL BROTHER INC	Ramona School	LCAP_3.38 MATL-SUP	764.75
P25-04604	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	231.02
P25-04605	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	111.79
P25-04606	Amazon Com	Enrichment & Special Programs	LCAP_2.19_MATL/SUPL McAuliffe	37.40
P25-04607	Amazon Com	Enrichment & Special Programs	LCAP_2.19_MATL/SUPL Lemonwood Quest	110.40
P25-04608	Lakeshore Learning Materials	Harrington School	LCAP_3.38_ MATERIALS & SUPPLIES	103.74
P25-04618	Rochester 100, Inc	Curren School	LCAP_3.38 Matls and Supp Instructional	373.64
P25-04619	Coast To Coast Computer Prod	Harrington School	LCAP_3.38_MATL Materials and Supplies	344.12
P25-04621	BOWLERO OXNARD	Frank School	LCAP_2.19 Bowlero	1,801.82
P25-04622	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	161.81
P25-04623	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	72.44
P25-04624	Amazon Com	Marshall School	LCAP_3.38_MATERIALS & SUPPLIES	801.95
P25-04625	Amazon Com	Risk Management	Matls/Sup - Ergo	22.87
P25-04626	Amazon Com	Risk Management	Matls/Sup - Ergo	145.45
P25-04627	Amazon Com	Risk Management	Matls/Sup - Ergo	145.45

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P25-04628	Amazon Com	Risk Management	Matls/Sup - Ergo	57.73
P25-04629	Amazon Com	Risk Management	Matls/Sup - Ergo	110.91
P25-04630	Amazon Com	Marshall School	LCAP_3.38_MATERIALS AND SUPPLIES	1,265.88
P25-04631	Amazon Com	Marshall School	LCAP_3.38_MATERIALS AND SUPPLIES	75.54
P25-04632	CDW G	Superintendent	LCAP_5.03_MAT/Supplies	33.75
P25-04636	CDW G	Enrichment & Special Programs	LCAP_2.19_MATL/SUPL	255.38
P25-04637	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.19_MATL/SUPL Soria	212.76
P25-04644	Amazon Com	Frank School	LCAP_3.38(Mat-Sup) Frank office supplies	190.19
P25-04645	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Instr Mr. Arreguin (K)	259.93
P25-04646	Amazon Com	Marina West School	LCAP_3.38 MATL-SUPL/INST	184.72
P25-04647	Petroleum Telcom Inc DBA Telecom	Frank School	LCAP_3.38(Mat-Sup) Telecom Radios	120.45
P25-04648	Lakeshore Learning Materials	Sierra Linda School	LCAP_3.38 MATL/SUP-Instr. Ms. Pilgram	196.04
P25-04660	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Debbie Doyle	244.32
P25-04661	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Debbie Doyle	44.94
P25-04662	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	1,023.02
P25-04663	Amazon Com	Harrington School	LCAP_3.38_ MATL-SUPL	38.39
P25-04666	VENTURA SIGNS& SCREEN PRINTING	Frank School	LCAP_2.08(Mat-Sup) Wellness Ctr. Ventura Signs	4,909.23
P25-04667	Lakeshore Learning Materials	Brekke School	LCAP_3.38 Materials and Supplies	468.68
P25-04670	School Life, div of ImageStuff	Marina West School	LCAP_3.38 MATL-SUPL/INST	857.41
P25-04672	Lifetouch	Curren School	LCAP_3.38 Matl-Supl Instructional	3,832.60
P25-04673	Ashton Awards Inc Aswell Trophy	Math and PE Programs	LCAP_3.41 Mat/sup for Math awards	764.75
P25-04674	Plank Road Publishing, Inc	Harrington School	LCAP_3.38_Material & supplies	17.43
P25-04676	PIZZAMAN DAN'S	Chavez School	LCAP_3.38_ MTLS/SUPL-INSTR	122.31
P25-04677	Lowe's	Lopez Academy	LCAP_2.08 for Wellness Ctr	1,067.36
P25-04678	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	2,752.81
P25-04679	Amazon Com	Harrington School	LCAP_3.38_ Matl-SUPL	1,238.40
P25-04680	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	503.18
P25-04681	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	3,739.35
P25-04683	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	1,200.26
P25-04689	PEEBEE & JAY PH	Human Resources	LCAP_5.25_DEV HUMAN CAP - MATL-SUPL	1,500.00

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Includes Purchase Orders dated 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
Total:010-4300 MATERIALS AND SUPPLIES				803,931.29
010-4312	WAREHOUSE CHARGES			
P25-04568	Amazon Com	Kamala School	LCAP_3.38_MATL/SUPPL (INST)	293.09
Total:010-4312 WAREHOUSE CHARGES				293.09
010-4318	COMPUTER SUPPLIES AND SOFTWARE			
P25-03997	CDW G	McKinna School	LCAP_3.38- computer equipment	160.07
P25-04132	B & H Foto & Electronics Corp	Information Technology	LCAP_5.39_ITS/ COMP EQUIP	450.81
P25-04250	ECS Enterprises, Inc. Express Computer Systems	Information Technology	LCAP_5.39_ITS/ COMP EQUIP	712.28
P25-04254	Allcable Inc	Information Technology	LCAP_5.39_ITS/ COMP SUP	679.81
P25-04325	Amazon Com	Pupil Services	LCAP_5.31	183.89
P25-04326	SCHOOL TECH SUPPLY	McKinna School	LCAP_3.38- comp supp	42.89
P25-04355	NETWORK CRAZE TECHNOLOGIES INC	Information Technology	LCAP_5.39_ITS/ COMP SUP-VOIP Adapter	938.62
P25-04559	Smartsheet Inc.	Facilities	LCAP_2.34_Comp Equipt	2,100.00
P25-04633	CDW G	Information Technology	LCAP_5.39_ITS/ COMP SUP	63,802.00
P25-04634	CDW G	Information Technology	LCAP_5.39_ITS/ COMP SUP	2,048.44
P25-04635	CDW G	Marina West School	LCAP_3.38 MATL-Comp Supp	1,265.77
P25-04638	SCHOOL TECH SUPPLY	Information Technology	LCAP_5.39_ITS/ COMP SUP	1,092.50
P25-04688	Coast To Coast Computer Prod	Frank School	LCAP_3.38(Mat-Sup) Comp. Supplies Coast to Coast	578.54
Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE				74,055.62
010-4323	HVAC SUPPLIES			
P25-04136	Green Globe HVAC, Inc.	Facilities	Professional Services / Rose Ave	1,167.80
P25-04375	Refrigeration Supplies Distrib utor	Facilities	LCAP_2.34_HVAC Materials / Curren	5,429.59
P25-04376	Refrigeration Supplies Distrib utor	Facilities	LCAP_2.34_HVAC Materials / Curren	7,212.14
P25-04377	Refrigeration Supplies Distrib utor	Facilities	LCAP_2.34_HVAC Materials / Drifill	5,654.59
Total:010-4323 HVAC SUPPLIES				19,464.12
010-4343	LOCKSMITH SUPPLIES			
P25-03931	Blackhawk Products	Facilities	Locksmith Materials and Supplies	79.00
Total:010-4343 LOCKSMITH SUPPLIES				79.00
010-4400	NON-CAP EQUIP (\$500-\$4,999)			
P25-03936	Dunn Edwards	Facilities	Maintenance Equipment	1,970.92
P25-04027	Dunn Edwards	Facilities	LCAP_2.34_Maintenance Equipment	1,380.37
P25-04045	General Binding Corp.	Sierra Linda School	LCAP_3.38_MATL/SUP-Instr Office	3,117.67
P25-04092	Lowe's	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	754.88
P25-04113	TRI-COUNTY OFFICE FURNITURE	Lopez Academy	LCAP_2.08 for Wellness Ctr	3,522.74

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PO Number	Vendor Name	Location	Description	
P25-04114	CDW G	Frank School	LCAP_3.38_(Mat-Sup) Comp. Equip. CDW-G	2,079.75
P25-04118	SCHOOL TECH SUPPLY	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	872.91
P25-04140	Lakeshore Learning Materials	Math and PE Programs	LCAP_3.03 Mat/sup for Rose PE	615.94
P25-04323	Amazon Com	Special Education	LCAP_2.05 Sup/Mat H. Prushansky - TLC Prgm	6,327.26
P25-04324	Lakeshore Learning Materials	Special Education	LCAP_2.05	4,778.60
P25-04366	Uline	Enrichment & Special Programs	LCAP_2.19 Matl/Supl Frank	890.32
P25-04371	Psychological Assessment Resou	Special Education	LCAP_2.06 MAT/SUPL	1,812.60
P25-04378	United Refrigeration Inc	Facilities	LCAP_2.34_HVAC Equipment	2,412.12
P25-04401	CN School & Office Sol, Inc Cu lver-Newlin	Business Services	LCAP_5.36.FURN/MATL/SUP.PLomel i	1,227.97
P25-04453	NATIONAL SEATING & MOBILITY IN C	Special Education	LCAP_2.05	2,397.49
P25-04494	Ferguson Enterprises Inc	Facilities	LCAP_2.34_Equipment / Harrington	1,655.96
P25-04530	Uline	Frank School	LCAP_3.38_(Mat-Sup) File cabinets	602.97
P25-04561	United Refrigeration Inc	Facilities	LCAP_2.34_HVAC Equipment	1,266.21
P25-04582	Amazon Com	Curren School	LCAP_3.38 Materials/Supplies & Non-cap equip.	618.97
P25-04598	Montgomery Hardware Company	Facilities	LCAP_2.34_Locksmith Equipt	2,483.78
P25-04690	Lakeshore Learning Materials	Lopez Academy	LCAP_2.08 for Wellness Ctr	1,614.01

Total:010-4400 NON-CAP EQUIP (\$500-\$4,999) 42,403.44

010-4418 COMPUTER EQUIPMENT OVER \$500

P25-03997	CDW G	McKinna School	LCAP_3.38- computer equipment	2,067.91
P25-03998	SCHOOL TECH SUPPLY	Special Education	LCAP_2.05 Materials & Supplies (Dept Monitors)	36,937.40
P25-04000	CDW G	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	2,142.02
P25-04001	CDW G	McKinna School	LCAP_3.38 -Comp Equip	1,103.43
P25-04094	CDW G	Curren School	LCAP_3.38 Materials and Supplies Instructional	1,987.61
P25-04096	CDW G	Marina West School	LCAP_3.38_COMP EQUIP- Instr	1,715.35
P25-04300	CDW G	Facilities	LCAP_2.34_Computer Equipt	2,455.57
P25-04307	Apple Computer Inc	Information Technology	LCAP_5.39_ITS/COMP EQUIP	23,399.17
P25-04445	SCHOOL TECH SUPPLY	Information Technology	LCAP_5.39_ITS/ COMP SUP	997.16
P25-04504	CDW G	Special Education	LCAP_2.05 COMPUTER EQUIPT.	656.60
P25-04545	SCHOOL TECH SUPPLY	Information Technology	LCAP_5.39_ITS/COMP EQUIP	31,977.37
P25-04620	CDW G	Curren School	LCAP_3.38 Comp. Equipment	640.38
P25-04639	NETWORK CRAZE TECHNOLOGIES INC	Information Technology	LCAP_5.39_ITS/ COMP EQUIP	1,203.42
P25-04657	CDW G	Facilities	LCAP_2.34_Computer Equipt	4,911.14

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PO Number	Vendor Name	Location	Description	
P25-04658	CDW G	Information Technology	LCAP_5.39 ITS/ COMP EQUIP	814,354.60
P25-04659	CDW G	Information Technology	LCAP_5.39 ITS/COMP EQUIP	434,130.00
Total:010-4418 COMPUTER EQUIPMENT OVER \$500				1,360,679.13
010-5200 TRAVEL AND CONFERENCE				
P25-03986	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05_ Travel & Conference	511.26
P25-03993	Supershuttle	Superintendent	Shuttle Travel/Conf	140.07
P25-03999	THINK TOGETHER ORENDA EDUCATIO N	Superintendent	LCAP 5.02/5.03 2025 Orenda Leadership	3,585.00
P25-04029	Southwest Airlines	SchPerformance & StudOutcomes	LCAP_2.04 Travel-Conf Instruction Cal Ed Partners	1,098.80
P25-04030	Town And Country Resort &	Pupil Services	LCAP_3.20 TRAV/CONF	1,759.68
P25-04031	California School Boards Assoc	Superintendent	CSBA 2025 Coast2Coast	919.00
P25-04032	SAN DIEGO MISSION BAY RESORT	SchPerformance & StudOutcomes	LCAP_1.11 Travel Hotel Orenda	1,600.00
P25-04033	AYRES HOTEL VISTA	SchPerformance & StudOutcomes	LCAP 3.33 Travel-Conf Vista USD Visit Bonnie	150.31
P25-04046	SchoolHouse Connection	Pupil Services	LCAP_5.19_Homeless Education Conference	1,785.00
P25-04047	CA Transcribers and Educators for the Blind and Visually Imp	Special Education	LCAP_2.05 Travel/Conf	2,400.00
P25-04097	Renaissance Palm Springs Hotel	Enrichment & Special Programs	LCAP_2.19 CONF BOOST	7,281.76
P25-04098	CAPITOL HILTON HOTEL	Superintendent	LCAP 5_02 & 5.03 CONF/TRAVEL	1,791.43
P25-04100	Historic Mission Inn Corp.	Special Education	LCAP_2.05 Travel/Conference	1,104.78
P25-04111	CORQUE CRAFTHOUSE & KITCHEN LL C	Superintendent	LCAP 3.01 MAT/SUPL	18,674.29
P25-04117	Ventura Co Office Of Education	Brekke School	LCAP_3.38 Conference	75.00
P25-04131	SCHOOL SERVICES OF CALIFORNIA, INC.	Budget & Finance	LCAP_3.24 Webinar - Construction Accounting	825.00
P25-04143	ALASKA AIRLINES INC	Special Education	LCAP_2.05 Travel/Conference	1,179.60
P25-04162	CABE	Educational Services	LCAP_3.01 TRVL/CONF CABE CONF (BELTRAN)	965.00
P25-04163	AVR Hotel San Jose Downtown	Business Services	LCAP_3.24_CONF (ANNUAL CASBO)	5,330.65
P25-04165	Residence Inn Downtown Long Beach	Equity, Family, Cmty Engmt	LCAP_3.01 TRVL/ CONF CABE CONF (Leticia Beltran)	2,365.24
P25-04166	Long Beach Marriott	Driffill School	LCAP_3.38 CABE CONFERENCE 3/26-3/29	2,496.54
P25-04182	CASBO	Budget & Finance	LCAP_3.24 CASBO- ASB Webinar (Fremont/Lopez)	680.00
P25-04188	CASBO	Budget & Finance	LCAP_3.24 CASBO- ASB Webinar Frank/Soria	630.00
P25-04194	AMTRAK	SchPerformance & StudOutcomes	LCAP_1.11 TRVL/ Orenda	126.00

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P25-04242	WRIPAC MADERA COUNTY/ATTN: ELB A GOMEZ	Personnel Commission	LCAP_3.04_TRVL/CONF PC Conf: It's the Power of AI	250.00
P25-04246	CABE	Soria School	LCAP_3.38 TRVL/CONF- CABE (S NAVA/J RAMIREZ)	2,090.00
P25-04247	CABE	Soria School	LCAP_3.38 TRVL/CONF- CABE (J Sanchez/ R Jacobo)	1,560.00
P25-04248	CABE	Soria School	LCAP_3.38 TRVL/CONF- CABE (Magana/Herincx)	2,090.00
P25-04251	EVENTBRITE, INC	Human Resources	LCAP_5.25_TRVL/CONF ACSA Conf (Carroll)	274.00
P25-04252	Embassy Suites San Luis Obispo	Human Resources	LCAP_5.25_TRVL/CONF ACSA Conf (Carroll)	922.60
P25-04253	Long Beach Marriott	Soria School	LCAP_3.38 TRVL/CONF- CABE (ADMIN/TEACH/PARENT)	7,844.52
P25-04327	San Francisco Airport Marriott Waterfront	Special Education	LCAP_2.05 TRVL/CONF - CTEBVI Annual Conference	5,148.36
P25-04328	Southwest Airlines	Superintendent	LCAP_5.03_TRVL/CONF - Coast2Coast Flight	423.01
P25-04329	Petit Soleil LLC	Human Resources	LCAP_5.25_TRAV/CONF - A. Cordes 3/6	225.87
P25-04381	Total School Solutions	Facilities	LCAP_2.34_TRVL/CONF Marco & Salvador Gutierrez	8,000.00
P25-04382	Orange Co Dept Of Education	Pupil Services	LCAP_3.20	599.00
P25-04395	Sheraton San Diego Hotel & Mar	Equity, Family, Cmty Engmt	LCAP_4.01 TRVL/CONF EQUITY Conf (Beltran)	960.19
P25-04402	CABE	Lemonwood School	LCAP_3.38 Conference/Travel - CABE	3,860.00
P25-04404	California Teachers Assoc Local ID: 0924	Teaching & Learning	LCAP_3.06 TRVL/CONF: CTA Good Teacher (L Garcia)	129.00
P25-04405	Residence Inn Anaheim Resort Area/Garden Grove	Teaching & Learning	LCAP_3.06 TRVL/CONF: CTA Good Teacher (L Garcia)	525.05
P25-04406	VISTA MIRAGE INTERVAL OWNERS ASSN	Teaching & Learning	LCAP_3.06 Trvl/Conf Hotel for Ivette Zendejas	1,017.48
P25-04450	CUE, INC	Teaching & Learning	LCAP_3.06 Trvl/Conf for Ivette Zendejas-CUE	490.00
P25-04454	CALIFORNIA POLYTECHNIC STATE UNIVERSITY	Human Resources	LCAP_5.25_TRAVEL/CONF	300.00
P25-04455	The Westin Anaheim Resort	Risk Management	CONF - Admin	1,051.59
P25-04456	San Francisco Airport Marriott Waterfront	Superintendent	CONF/TRAVEL	565.24
P25-04480	Long Beach Marriott	Lemonwood School	LCAP_3.38 Conferences/Travel CABE Lodging 2025	3,111.12
P25-04488	CABE	Driffill School	LCAP_3.38 -CONF-Teacher/principal	1,980.50
P25-04529	CUE, INC	Enrichment & Special Programs	LCAP_2.19 Conf	410.00
P25-04544	ZANGLE NATIONAL USERS' GROUP	Information Technology	LCAP_5.39 ITS/TRAV/CONF-Data Team	1,395.00

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PO Number	Vendor Name	Location	Description	
P25-04578	SCHOOL SERVICES OF CALIFORNIA, INC.	Budget & Finance	LCAP_5.36 May Revision Webinar (P Nunez)	345.00
P25-04600	SCHOOL SERVICES OF CALIFORNIA, INC.	Business Services	CONF-MayReviseBudget.OEA/OSSA reps. 5-21-25	1,035.00
P25-04665	Loyola Marymount University	Human Resources	LCAP_5.25_Registration for A.Cordes	250.00
P25-04675	American Heart Association, Inc	Educational Services	LCAP_3.05_Webinar (Fox/Tapia)	43.00
P25-04686	Hilton Long Beach	Teaching & Learning	LCAP_3.13 ACCOM. FOR CABE CONF 2025	1,194.48
Total:010-5200 TRAVEL AND CONFERENCE				105,564.42
010-5220	BOARD MEMBER GONZALES			
P25-04031	California School Boards Assoc	Superintendent	CSBA 2025 Coast2Coast	919.00
P25-04098	CAPITOL HILTON HOTEL	Superintendent	LCAP_5_02 & 5.03 CONF/TRAVEL	1,791.43
P25-04397	AMERICAN AIRLINES INC	Superintendent	LCAP_5.02_TRVL/CONF - Coast2Coast Flight	451.97
Total:010-5220 BOARD MEMBER GONZALES				3,162.40
010-5223	BOARD MEMBER MELANEPHY			
P25-04031	California School Boards Assoc	Superintendent	CSBA 2025 Coast2Coast	919.00
P25-04098	CAPITOL HILTON HOTEL	Superintendent	LCAP_5_02 & 5.03 CONF/TRAVEL	1,791.43
P25-04396	ALASKA AIRLINES INC	Superintendent	LCAP_5.02_TRVL/CONF Coast2Coast Conf (Flight)	426.60
Total:010-5223 BOARD MEMBER MELANEPHY				3,137.03
010-5225	BOARD MEMBER SALAS			
P25-04031	California School Boards Assoc	Superintendent	CSBA 2025 Coast2Coast	919.00
P25-04098	CAPITOL HILTON HOTEL	Superintendent	LCAP_5_02 & 5.03 CONF/TRAVEL	1,791.43
P25-04397	AMERICAN AIRLINES INC	Superintendent	LCAP_5.02_TRVL/CONF - Coast2Coast Flight	451.97
Total:010-5225 BOARD MEMBER SALAS				3,162.40
010-5300	DUES AND MEMBERSHIPS			
P25-03985	Natl School Public Relations	Superintendent	LCAP 5.03 NSPRA MEMB	295.00
P25-04034	California School Nurses Org	Pupil Services	LCAP_3.12 SERV/CSNO Membership renewal M. Sagrado	160.00
P25-04052	Rotary Club Of Oxnard	Superintendent	Membership	250.00
P25-04129	Calif Assn Of Latino Supt & Ad	Equity, Family, Cmty Engmt	LCAP_4.01 DUES/ RENEWALS	200.00
P25-04241	Oxnard Chamber Of Commerce	Superintendent	LCAP_5.03_Membership	925.00
Total:010-5300 DUES AND MEMBERSHIPS				1,830.00
010-5600	RENTALS, LEASES AND REPAIRS			
P25-04493	T & D Rentals Inc	Facilities	LCAP_2.34_Rentals Claim VC250921 Frank Mitigation	5,206.25
P25-04495	Sunbelt Rentals, Inc	Facilities	LCAP_2.34_Rental / Fremont Chiller	24,267.57

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PO Number	Vendor Name	Location	Description	
Total:010-5600 RENTALS, LEASES AND REPAIRS				29,473.82
010-5631	MAINTENANCE AGREEMENTS			
P25-04048	General Binding Corp.	Ritchen School	LCAP_3.38 MAINT AGRMTS	506.00
P25-04535	CARD INTEGRATORS CORPORATION C I SOLUTIONS	Transportation	LCAP_2.30_ ON LINE LICENCE/MAINT AGREMT	1,760.00
Total:010-5631 MAINTENANCE AGREEMENTS				2,266.00
010-5632	REPAIRS			
P25-04028	Magnum Fence And Security	Facilities	LCAP_2.34_Fence Repair / Soria	7,676.00
P25-04200	Dial Security	Facilities	LCAP_2.34_Professional Service / McAuliffe	168.62
P25-04202	TRI-SIGNAL INTEGRATION, INC.	Facilities	LCAP_2.34_Fire Alarm Repair / McAuliffe	500.00
P25-04368	United Rentals (North America)	Facilities	LCAP_2.34_Grounds Equipment Repair	4,081.51
P25-04369	Tremco Incorporated	Facilities	LCAP_2.34_Roof Repairs / Warehouse	11,650.00
P25-04562	Ignacio Zavala Zavala Auto Bod y	Facilities	LCAP_2.34_Grounds Vehicle Repair	2,000.00
P25-04598	Montgomery Hardware Company	Facilities	LCAP_2.34_Locksmith Equipt	1,663.00
P25-04671	Petroleum Telcom Inc DBA Telecom	Harrington School	LCAP_3.38_ RPR INST	107.83
Total:010-5632 REPAIRS				27,846.96
010-5645	PLUMBING REPAIR			
P25-04373	JOHN S. BASCOM INC PRECISION PLUMBING-MECHANICAL	Facilities	LCAP_2.34_Plumbing repair / Lopez	15,000.00
Total:010-5645 PLUMBING REPAIR				15,000.00
010-5800	PROFESSIONAL/CONSULTING SERV			
P25-03924	ANTONIO F. JIMENEZ JIMENEZ	Teaching & Learning	LCAP_5.04 SERV	32,000.00
P25-03929	GLENDA C. MAHON dba ACTION PRE PAREDNESS TRAIN	Enrichment & Special Programs	LCAP_2.19/ SERV (ELOP)	1,500.00
P25-03956	Legends Hospitality LLC	Enrichment & Special Programs	LCAP_2.19 Fieldtrip Soria	4,950.00
P25-03976	Casa Pacifica	Special Education	LCAP_2.05 Serv (Casa Pacifica)	3,510.08
P25-03994	IMAGE APPAREL FOR BUSINESS	Facilities	LCAP_5.36 SERV (24-25 SCHOOL SITE CUST. UNIFORMS)	254.42
P25-04004	T & D Rentals Inc	Enrichment & Special Programs	LCAP_2.19 Services	1,700.00
P25-04009	UNDERWOOD FAMILY FARMS LP	Curren School	LCAP_3.38 FieldTrips Underwood Entries 5-2-25	801.00
P25-04011	NIGRO & NIGRO PC	Budget & Finance	LCAP_5.36 SVC-24/25 Audit.General.Agrmt.#23-276	51,000.00
P25-04013	SANTA BARBARA ZOO	Curren School	LCAP_3.38 FieldTrips SB ZOO 3-13-25	432.00
P25-04020	Ventura Co Star	Information Technology	LCAP_5.39_SERV- LEGAL AD (RFP - INFRA MOD)	350.00

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P25-04022	Drapery Affair The Floor Store	Facilities	Professional Services / McAuliffe	2,744.95
P25-04041	Dept.of General Svcs Office of Admin Hearings	Human Resources	SERV	72.00
P25-04042	STEVE PETERS	ELOP	LCAP_2.18 & 2.19	120.00
P25-04049	Children's Museum of Santa Bar bara, MOXI	Ritchen School	LCAP_3.38_ - SERVICE-Instructional	864.00
P25-04089	Children's Museum of Santa Bar bara, MOXI	McKinna School	LCAP_3.38- serv- admission	576.00
P25-04101	Lazer Broadcasting Corp. dba. Lazer Media	Enrollment Center	LCAP_4.04 Announcement Services for UPK	4,432.65
P25-04102	Clear Channel Outdoor Holdings	Enrollment Center	LCAP_4.04 Announcement Services for UPK	14,219.70
P25-04103	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	Pupil Services	LCAP_2.27 School Resources Officers	235,851.00
P25-04119	Children's Museum of Santa Bar bara, MOXI	Lemonwood School	LCAP_3.38_SERVICES Moxi Mus. 2nd Gr on 2/24	402.00
P25-04136	Green Globe HVAC, Inc.	Facilities	Professional Services / Rose Ave	2,332.20
P25-04151	Myers Stevens And Toohey And	Soria School	LCAP_3.38_MATL / SUPL (INST)	658.60
P25-04160	CN School & Office Sol, Inc Cu lver-Newlin	District Office	SERVICE (STORAGE FEES)	6,000.00
P25-04199	CITY OF OXNARD OXNARD FIRE DEP ARTMENT	Facilities	LCAP_2.34_Prof Service/ Drifill Fire False Alarm	100.00
P25-04200	Dial Security	Facilities	LCAP_2.34_Professional Service / McAuliffe	197.90
P25-04201	Dial Security	Facilities	LCAP 2.34 Prof Service / Warehouse &Transportation	232.49
P25-04211	Dial Security	Facilities	LCAP_2.34_Professional Service / Various Sites	18,440.64
P25-04243	New West Symphony Assn	Soria School	LCAP_3.38_SERV/INST	1,050.00
P25-04298	New West Symphony Assn	Curren School	LCAP_3.38 FieldTrip OPAC 3-4-25	1,370.00
P25-04305	OLAS EXPRESS LAUNDROMAT	Human Resources	LCAP_3.01_SERV	500.00
P25-04310	Clear Channel Outdoor Holdings	Enrollment Center	LCAP_1.08 SERV: Announcement for UPK	14,219.70
P25-04374	ALLEN ELECTRIC & LIGHTING, INC	Facilities	LCAP_2.34_Professional Services / Soria	2,864.00
P25-04408	SANTA BARBARA ZOO	Curren School	LCAP_3.38 FieldTrips SB ZOO 3-13-25	45.00
P25-04411	Ventura Co Office Of Education	Special Education	LCAP_2.5 SERV (HEARING TEST-EVAL)	1,095.00
P25-04418	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Human Resources	LCAP_5.25_SERV-EdCal Advertising 24-25	2,000.00
P25-04419	TRUDY ARRIAGA	Superintendent	LCAP_5.2 (SERV)	1,500.00
P25-04421	Lexia Learning Systems LLC	Educational Services	LCAP_(SERV)	1,433.22
P25-04422	School Serv Of Calif Inc	Human Resources	LCAP_5.26 (SERV)	28,000.00
P25-04444	Children's Museum of Santa Bar bara, MOXI	Rose Avenue School	LCAP_3.38_SERV/ENTRY FEE	378.00

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P25-04462	AMERICA'S TEACHING ZOO	Lemonwood School	LCAP_3.38 Services - MP Zoo 1st Gr	390.00
P25-04481	UNITED BOYS/GIRLS CLUBS SB CTY CAMP WHITTIER	Soria School	LCAP_3.38 (SERV)	35,320.00
P25-04503	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	Enrichment & Special Programs	LCAP_2.18 Summer PD	17,076.72
P25-04519	AMERICA'S TEACHING ZOO	Harrington School	LCAP_3.38_ENTRANCE FEES (AT-02929)	120.00
P25-04527	SANTA BARBARA ZOO	Ritchen School	LCAP_3.38 Service-Instructional	800.00
P25-04528	SANTA BARBARA ZOO	Harrington School	LCAP_3.38_ENTRANCE FEES	729.00
P25-04533	UNDERWOOD FAMILY FARMS LP	Harrington School	LCAP_3.38_Entrance Fees	2,050.00
P25-04537	UNDERWOOD FAMILY FARMS LP	Lemonwood School	LCAP_3.38 Services - 2nd Gr Padilla	1,310.00
P25-04538	American National Red Cross	Transportation	LCAP_2.30_PROF/SERVICES	1,219.00
P25-04583	Old Mission Santa Barbara, Inc	Soria School	LCAP_3.38 SERV / FT	672.00
P25-04654	SPSG INC.	Pupil Services	LCAP_2.08 (SERV)	180,000.00
P25-04684	BOWLERO OXNARD	Enrichment & Special Programs	LCAP_2.19_Fieldtrip Ritchen	569.70
P25-04685	JOSE C. CASTANEDA PROVISION EN T. DJS	Fremont School	LCAP_2.19 ELOP SERV ENRICHMENT	300.00
Total:010-5800 PROFESSIONAL/CONSULTING SERV				678,752.97

010-5818 SOFTWARE/LIC-APPLICATIONS

P25-04079	Brainpop Com LLC	McKinna School	LCAP_3.38-subscriptions	665.50
P25-04080	Brainpop Com LLC	McKinna School	LCAP_3.38- Subscriptions	231.00
P25-04158	ESGI, LLC	Elm School	LCAP_3.38 SUBSCRIPTIONS	1,351.00
P25-04169	Securly, Inc.	Information Technology	LCAP_5.39_ITS/ SOFTWARE	74,980.00
P25-04249	N2Y LLC	Sierra Linda School	LCAP_3.38 MATL/SUP-Instru. PBIS	184.99
P25-04309	Rosetta Stone Ltd	Equity, Family, Cmty Engmt	LCAP_1.22 STWR APPS	1,320.00
P25-04372	Epic! Creations, Inc.	Harrington School	LCAP_3.38_Online Subscriptions	2,664.00
P25-04399	SHAPE AMERICA	Special Education	LCAP_2.06 SERV	139.00
P25-04505	Lexia Learning Systems LLC	Teaching & Learning	LCAP_2.01	38,000.00
P25-04506	Newsela, Inc	Fremont School	LCAP_3.38 License subscription/instruction	1,640.94
P25-04535	CARD INTEGRATORS CORPORATION C I SOLUTIONS	Transportation	LCAP_2.30_ON LINE LICENCE/MAINT AGREMT	995.00
P25-04543	SOFTCHOICE CORPORATION	Information Technology	LCAP_5.39_ITS/SOFTWARE	9,646.60
P25-04576	ESGI, LLC	Kamala School	LCAP_3.38 SERV (INST)	259.00
Total:010-5818 SOFTWARE/LIC-APPLICATIONS				132,077.03

010-5899 ATTORNEY FEES

P25-04458	VANAMAN GERMAN LLP	Special Education	LCAP_2.05_SERV-Attorney Fees (D.H)	5,046.00
P25-04459	Rivers Law, Inc., APC	Special Education	LCAP_2.05_SERV- Attorney Fees-E.C	9,000.00

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Includes Purchase Orders dated 02/06/2025 - 03/20/2025

PO Number	Vendor Name	Location	Description	
Total:010-5899 ATTORNEY FEES				14,046.00
010-6200	BUILDINGS AND IMPROVEMENTS			
P25-04599	Vortex Industries, Inc	Facilities	LCAP_2.34 _Prof Service / ESC	10,080.98
Total:010-6200 BUILDINGS AND IMPROVEMENTS				10,080.98
010-6400	EQUIPMENT			
P25-04007	Jontronics	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	11,543.57
P25-04212	Astra Backflow Inc.	Facilities	LCAP_2.34_Plumbing Equipment / Soria	12,926.36
P25-04466	TRI-COUNTY OFFICE FURNITURE	Pupil Services	LCAP_2.08 MAT/SUPL Wellness Center	7,790.34
P25-04497	TRI-COUNTY OFFICE FURNITURE	Lopez Academy	LCAP_2.08 for Wellness Ctr	4,502.32
P25-04687	TRI-COUNTY OFFICE FURNITURE	Lopez Academy	LCAP_2.08 for Wellness Ctr	12,863.70
Total:010-6400 EQUIPMENT				49,626.29
010-6418	COMPUTER EQUIPMENT OVER \$5,000			
P25-04413	CDW G	Information Technology	LCAP_5.39 ITS/ SecCams	130,333.34
Total:010-6418 COMPUTER EQUIPMENT OVER \$5,000				130,333.34
010-6500	EQUIPMENT REPLACEMENT			
P25-04557	Grainger Inc	Facilities	LCAP_2.34_Maintenance Equipt	6,262.12
Total:010-6500 EQUIPMENT REPLACEMENT				6,262.12
010-7142	OTHER TUITION/EXCESS COSTS			
P25-04379	Ventura Co Office Of Education	Budget & Finance	LCAP_2.05 2024-25 SPED Tuition/Excess Costs	1,277,603.00
P25-04380	Ventura Co Office Of Education	Budget & Finance	LCAP_2.05 2024-25 Excess Costs (Triton Academy)	211,089.00
Total:010-7142 OTHER TUITION/EXCESS COSTS				1,488,692.00
010-9320	STORES			
P25-03949	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	5,726.22
P25-03987	Extreme Clean	Warehouse	stores supplies	5,742.18
P25-03990	Veritiv Operating Company	Warehouse	stores supplies	10,695.04
P25-03991	Southwest School & Office Sup	Warehouse	stores supplies	5,094.98
P25-03992	School Specialty Inc	Warehouse	stores supplies	8,845.25
P25-04077	LABSOURCE, INC	Warehouse	stores supplies	497.09
P25-04078	Pioneer Chemical Co	Warehouse	stores supplies	430.23
P25-04108	Uline	Warehouse	stores supplies	1,749.80
P25-04110	Southwest School & Office Sup	Warehouse	stores supplies	490.66
P25-04112	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	5,073.62
P25-04116	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	8,995.61
P25-04139	Grainger Inc	Warehouse	stores supplies	2,639.95
P25-04141	BSN Sports	Warehouse	stores supplies	2,017.30
P25-04144	Veritiv Operating Company	Warehouse	stores supplies	9,886.82
P25-04145	Amazon Com	Warehouse	stores supplies	1,497.96

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PO Number	Vendor Name	Location	Description	
P25-04146	LABSOURCE, INC	Warehouse	stores supplies	1,302.26
P25-04164	Michaels Stores, Inc	Warehouse	stores supplies	401.03
P25-04192	School Nurse Supply Co	Warehouse	stores supplies	336.80
P25-04308	DICK BLICK COMPANY BLICK ART MATERIALS	Warehouse	stores supplies	977.07
P25-04403	CONTRACT PAPER GROUP INC	Warehouse	Stores Supplies	26,356.34
P25-04417	Grainger Inc	Warehouse	stores supplies	800.76
P25-04465	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	2,752.82
P25-04477	Southwest School & Office Sup	Warehouse	stores supplies	4,005.83
P25-04478	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	9,916.95
P25-04479	Superior Sanitary Supplies	Warehouse	stores supplies	2,566.94
P25-04502	Veritiv Operating Company	Warehouse	stores supplies	20,427.57
P25-04601	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	7,307.11
P25-04641	School Health Corporation	Warehouse	stores supplies	2,445.85
P25-04642	School Nurse Supply Co	Warehouse	stores supplies	1,633.29
P25-04643	PPG ARCHITECT COATINGS, LLC	Warehouse	stores supplies	648.95
Total:010-9320 STORES				151,262.28

130-4200 BOOKS OTHER THAN TEXTBOOKS

P25-04157	National Restaurant Assoc.	Child Nutrition Services	LCAP_2.32_BKS/SERVSAFE	4,558.79
Total:130-4200 BOOKS OTHER THAN TEXTBOOKS				4,558.79

130-4300 MATERIALS AND SUPPLIES

P25-03995	Crown Equipment Corporation db a. Crown Lift Trucks	Child Nutrition Services	Vehicle Repair	625.43
P25-03996	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 Materials & Supplies	175.83
P25-04076	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_MATL/SUP	123.41
P25-04109	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	Child Nutrition Services	LCAP_3.24_Printer Toner	1,478.81
P25-04175	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ED SERVICES	859.97
P25-04357	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ED SERV	197.86
P25-04358	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ED SER	292.44
P25-04390	Uline	Child Nutrition Services	LCAP_2.32_MATL/SUP	60.94
P25-04412	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ELOP	241.37
P25-04415	Amazon Com	Child Nutrition Services	LCAP_2.32_MATL/SUP	605.95
P25-04464	Grainger Inc	Child Nutrition Services	LCAP_2.32_MATL/SUP	36.23

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PO Number	Vendor Name	Location	Description	
P25-04492	The Webstaurant Store, Inc	Child Nutrition Services	LCAP_2.32_MATL/SUP	677.29
P25-04616	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ED SERVICES	346.17
P25-04669	Central Restaurant Products	Child Nutrition Services	LCAP_2.32_EQUIP	2,325.90
P25-04682	Amazon Com	Child Nutrition Services	LCAP_2.32_MATL/SUP	389.73
Total:130-4300 MATERIALS AND SUPPLIES				8,437.33
130-4700	FOOD			
P25-04005	R E FRESH PRODUCE LLC	Child Nutrition Services	Food	9,407.00
P25-04189	Epmov, Inc. dba. Farm Cart Org anics	Child Nutrition Services	LCAP_2.32_SUP	399,000.00
P25-04400	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32_SUP	9,200.00
P25-04409	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32_SUP	6,612.50
Total:130-4700 FOOD				424,219.50
130-5200	TRAVEL AND CONFERENCE			
P25-04163	AVR Hotel San Jose Downtown	Business Services	LCAP_3.24_CONF (ANNUAL CASBO)	1,066.13
Total:130-5200 TRAVEL AND CONFERENCE				1,066.13
130-5300	DUES AND MEMBERSHIPS			
P25-04230	CALIF SCHOOL NUTRITION ASSOC.	Child Nutrition Services	LCAP_2.32_MEMB	65.00
Total:130-5300 DUES AND MEMBERSHIPS				65.00
130-5600	RENTALS, LEASES AND REPAIRS			
P25-04074	Anderson Refrigeration Inc	Child Nutrition Services	LCAP_2.32_REPAIRS	529.86
P25-04075	Anderson Refrigeration Inc	Child Nutrition Services	LCAP_2.32_REPAIRS	307.48
Total:130-5600 RENTALS, LEASES AND REPAIRS				837.34
130-5800	PROFESSIONAL/CONSULTING SERV			
P25-04012	COUNTY OF VENTURA	Child Nutrition Services	LCAP_3.24 (Bre Noncomp Fee)	241.46
P25-04179	COUNTY OF VENTURA	Child Nutrition Services	LCAP_2.32_ (RAM Noncomp Fee)	235.00
Total:130-5800 PROFESSIONAL/CONSULTING SERV				476.46
130-6400	EQUIPMENT			
P25-04138	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/CURREN	22,166.70
P25-04177	Russell Barnett Ford of Tullah oma Inc.	Child Nutrition Services	LCAP_2.32 EQUIP/VEHICLE	89,546.00

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PO Number	Vendor Name	Location	Description	
P25-04178	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/KAMALA	11,438.35
P25-04244	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/LOPEZ	54,800.18
P25-04245	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP	66,154.98
P25-04391	CAVIAN LLC dba. LA CUSTOM FOOD TRUCKS	Child Nutrition Services	LCAP_2.32_EQUIP	97,386.02
P25-04489	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/SORIA	11,438.35
P25-04490	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/ROSE AVE	11,438.35
P25-04491	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/SORIA	24,189.50
P25-04609	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32_EQUIP/CURREN	46,076.45
P25-04610	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32_EQUIP/SORIA	25,325.38
P25-04611	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32_EQUIP/RAMONA	30,607.99
P25-04612	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/FRANK	35,753.10
P25-04613	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/FRANK	24,189.50
P25-04614	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32_EQUIP/FREMONT	60,164.35
P25-04617	Central Restaurant Products	Child Nutrition Services	LCAP_2.32_EQUIP	4,023.58
P25-04668	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32_EQUIP/CHAVEZ	38,173.93
Total:130-6400 EQUIPMENT				652,872.71
130-9320 STORES				
NP25-00068	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32_	251.55
NP25-00069	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_	6,893.41
NP25-00070	Gold Star Foods	Child Nutrition Services	LCAP_2.32_	1,563.00
NP25-00071	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32_SUP	345.15
NP25-00072	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32_SUP	409.50
NP25-00073	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32_SUP	1,556.36
NP25-00074	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	759.00

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PO Number	Vendor Name	Location	Description	
NP25-00075	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	17,847.45
NP25-00076	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_MATL/SUP	859.36
NP25-00077	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32_SUP	1,764.00
NP25-00078	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	9,478.30
NP25-00079	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	6,045.82
NP25-00080	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	11,959.59
NP25-00081	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	21,067.65
NP25-00082	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	7,183.08
NP25-00083	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_MATL/SUP	2,690.30
NP25-00084	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_SUP	536.42
NP25-00085	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_MATL/SUP	3,066.78
NP25-00086	Rip Van, Inc.	Child Nutrition Services	LCAP_2.32_SUP	3,148.80
NP25-00087	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	7,656.12
NP25-00088	Gold Star Foods	Child Nutrition Services	LCAP_2.32_SUP	2,182.60
NP25-00089	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_MATL/SUP	7,304.46
Total:130-9320 STORES				114,568.70
140-5800	PROFESSIONAL/CONSULTING SERV			
P25-04651	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint /Prof Service / Elm Playground	63,965.00
P25-04652	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint /Prof Service/ All Sites	41,591.48
Total:140-5800 PROFESSIONAL/CONSULTING SERV				105,556.48
140-6173	SITE & LAND IMPROVEMENTS			
P25-04649	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint / Playground Equipt / Curren	248,415.58
P25-04650	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint / Playground Equipt / Brekke	190,384.82
P25-04653	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint / Playground Equipt / Kamala	160,716.76
Total:140-6173 SITE & LAND IMPROVEMENTS				599,517.16
215-6250	OTHER COSTS/PLANNING			

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PO Number	Vendor Name	Location	Description	
P25-04423	VIOLA INC.	Facilities	BOND/BLDG (CSA/MCA)	6,908,240.50
Total:215-6250 OTHER COSTS/PLANNING				<u>6,908,240.50</u>
Total Number of POs				797
Total				<u>14,150,560.91</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	727	5,330,144.81
	Total Fiscal Year 2025		<u>5,330,144.81</u>
130	CAFETERIA FUND	65	1,207,101.96
	Total Fiscal Year 2025		<u>1,207,101.96</u>
140	DEFERRED MAINTENANCE FUND	5	705,073.64
	Total Fiscal Year 2025		<u>705,073.64</u>
215	BOND FUND MEASURE I 2022	1	6,908,240.50
	Total Fiscal Year 2025		<u>6,908,240.50</u>
	Total		<u>14,150,560.91</u>

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4200	BOOKS OTHER THAN TEXTBOOKS			
P25-03573	41.51	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	15.26
Total:010-4200 BOOKS OTHER THAN TEXTBOOKS				15.26
010-4300	MATERIALS AND SUPPLIES			
P25-00187	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,387.46
P25-00219	3,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P25-00254	918.28	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	418.28
P25-00299	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,500.00
P25-00320	481.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	62.19
P25-00349	9,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P25-00498	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	518.63-
P25-00517	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P25-00524	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P25-00558	1,129.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	379.00
P25-00634	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,130.00
P25-00969	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,200.00
P25-00977	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P25-01044	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	907.50
P25-01361	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P25-01365	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P25-01427	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P25-01835	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	433.56
P25-02239	2,392.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	959.30
P25-02267	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P25-02298	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,500.00
P25-02310	47,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P25-02423	634.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	365.24-
P25-02476	316.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	158.42
P25-02585	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P25-02621	1,546.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P25-02779	25.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.59-
P25-02870	18,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9,388.47
P25-03096	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	601.86
P25-03098	26,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,100.00
P25-03244	289.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.36
P25-03323	206.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.63
P25-03397	154.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	229.20-
P25-03405	297.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	118.64-
P25-03442	192.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.91-
P25-03454	1,729.52	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.45-
P25-03463	58.92	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13.08

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P25-03477	550.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	112.74-
P25-03481	221.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	245.58-
P25-03485	107.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.74-
P25-03491	328.28	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	170.86-
P25-03541	92.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.26-
P25-03578	78.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.57
P25-03667	1,905.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,374.58-
P25-03686	10,567.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,462.75
P25-03702	193.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.99
P25-03707	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,877.28
P25-03749	3,240.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	86.50-
P25-03817	181.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.07-
P25-03861	4,158.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	189.98
P25-03898	90.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.89
Total:010-4300 MATERIALS AND SUPPLIES				49,920.83
010-4323	HVAC SUPPLIES			
P25-00128	4,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	974.32
Total:010-4323 HVAC SUPPLIES				974.32
010-4325	PLUMBING SUPPLIES			
P25-00125	17,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
Total:010-4325 PLUMBING SUPPLIES				5,000.00
010-4326	ROOFING SUPPLIES			
P25-00114	2,000.00	010-4326	GENERAL FUND/ROOFING SUPPLIES	1,000.00
Total:010-4326 ROOFING SUPPLIES				1,000.00
010-4351	MISC GARDENING SUPPLIES			
P25-00442	12,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
Total:010-4351 MISC GARDENING SUPPLIES				3,000.00
010-4361	BOARD MEMBER MADRIGAL			
P25-03397	154.56	010-4361	GENERAL FUND/BOARD MEMBER MADRIGAL	24.45-
Total:010-4361 BOARD MEMBER MADRIGAL				24.45-
010-4363	BOARD MEMBER MELANEPHY			
P25-03397	154.56	010-4363	GENERAL FUND/BOARD MEMBER MELANEPHY	24.45-
Total:010-4363 BOARD MEMBER MELANEPHY				24.45-
010-4364	BOARD MEMBER ROBLES-SOLIS			
P25-03397	154.56	010-4364	GENERAL FUND/BOARD MEMBER ROBLES-SOLIS	24.45-

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 02/06/2025 - 03/20/2025

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
Total:010-4364 BOARD MEMBER ROBLES-SOLIS				24.45-
010-4368	BOARD MEMBER CORDES			
P25-03397	154.56	010-4368	GENERAL FUND/BOARD MEMBER CORDES	24.45-
Total:010-4368 BOARD MEMBER CORDES				24.45-
010-4369	BOARD MEMBER MARTINEZ			
P25-03397	154.56	010-4369	GENERAL FUND/BOARD MEMBER MARTINEZ	24.45-
Total:010-4369 BOARD MEMBER MARTINEZ				24.45-
010-5100	PROFESSIONAL/CONSULTING			
P25-00281	2,000,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	500,000.00
Total:010-5100 PROFESSIONAL/CONSULTING				500,000.00
010-5200	TRAVEL AND CONFERENCE			
P25-01690	1,331.58	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	114.70
P25-01883	1,022.19	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,022.32-
P25-02770	28,671.13	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	3,428.87-
P25-02998	169.71	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.01
P25-03023	3,104.79	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	199.62
P25-03126	8,361.43	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	3,583.37-
P25-03283	863.48	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.51-
P25-03601	1,990.82	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	249.70
P25-03656	169.71	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.01
P25-03671	169.71	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.01
P25-03676	9,920.76	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.06
P25-03783	759.68	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.22
P25-03784	164.20	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.01
Total:010-5200 TRAVEL AND CONFERENCE				7,470.73-
010-5220	BOARD MEMBER GONZALES			
P25-02874	4,988.75	010-5220	GENERAL FUND/BOARD MEMBER GONZALES	137.25-
Total:010-5220 BOARD MEMBER GONZALES				137.25-
010-5223	BOARD MEMBER MELANEPHY			
P25-02874	4,988.75	010-5223	GENERAL FUND/BOARD MEMBER MELANEPHY	137.25-
Total:010-5223 BOARD MEMBER MELANEPHY				137.25-
010-5225	BOARD MEMBER SALAS			
P25-02874	4,988.75	010-5225	GENERAL FUND/BOARD MEMBER SALAS	137.25-
Total:010-5225 BOARD MEMBER SALAS				137.25-
010-5600	RENTALS, LEASES AND REPAIRS			
P25-02496	124.95	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	112.28-

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ERP for California

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Includes Purchase Orders dated 02/06/2025 - 03/20/2025

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
Total:010-5600 RENTALS, LEASES AND REPAIRS				112.28-
010-5632	REPAIRS			
P25-00434	11,000.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P25-00503	5,000.00	010-5632	GENERAL FUND/REPAIRS	567.51
Total:010-5632 REPAIRS				5,567.51
010-5645	PLUMBING REPAIR			
P25-00132	7,500.00	010-5645	GENERAL FUND/PLUMBING REPAIR	2,500.00
Total:010-5645 PLUMBING REPAIR				2,500.00
010-5800	PROFESSIONAL/CONSULTING SERV			
P25-00101	30,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P25-00427	50,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P25-01378	60,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	30,000.00
P25-02140	12,850.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P25-03597	23,625.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,680.00
P25-03679	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	.00
Total:010-5800 PROFESSIONAL/CONSULTING SERV				52,180.00
010-5818	SOFTWARE/LIC-APPLICATIONS			
P25-03219	69,300.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	6,300.00
Total:010-5818 SOFTWARE/LIC-APPLICATIONS				6,300.00
010-5900	COMMUNICATIONS			
P25-00805	72,265.00	010-5900	GENERAL FUND/COMMUNICATIONS	15,367.76
Total:010-5900 COMMUNICATIONS				15,367.76
010-5902	INTERNET SERVICES			
P25-04703	44,340.00	010-5902	GENERAL FUND/INTERNET SERVICES	4,434.00
Total:010-5902 INTERNET SERVICES				4,434.00
010-6400	EQUIPMENT			
P25-02620	15,300.00	010-6400	GENERAL FUND/EQUIPMENT	750.00
Total:010-6400 EQUIPMENT				750.00
010-6410	VEHICLES			
P25-03334	63,584.83	010-6410	GENERAL FUND/VEHICLES	62,444.04-
Total:010-6410 VEHICLES				62,444.04-
130-4300	MATERIALS AND SUPPLIES			
P25-01326	15,000.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	5,000.00
P25-03867	1,552.02	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	9.46

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Includes Purchase Orders dated 02/06/2025 - 03/20/2025

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
Total:130-4300 MATERIALS AND SUPPLIES				5,009.46
130-4700	FOOD			
P25-01123	10,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
P25-01127	10,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
P25-01130	10,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
P25-01140	10,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
P25-01141	10,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
Total:130-4700 FOOD				25,000.00
130-5900	COMMUNICATIONS			
P25-00805	72,265.00	130-5900	CAFETERIA FUND/COMMUNICATIONS	111.00
Total:130-5900 COMMUNICATIONS				111.00
140-6173	SITE & LAND IMPROVEMENTS			
P24-05103	834,075.65	140-6173	DEFERRED MAINTENANCE FUND/SITE & LAND IMPROVE	59,652.00-
Total:140-6173 SITE & LAND IMPROVEMENTS				59,652.00-
140-6200	BUILDINGS AND IMPROVEMENTS			
P24-03743	1,036,021.63	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPROV	43,321.63
Total:140-6200 BUILDINGS AND IMPROVEMENTS				43,321.63
215-5600	RENTALS, LEASES AND REPAIRS			
P25-03607	1,000.00	215-5600	BOND FUND MEASURE I 2022/RENTALS, LEASES AND REPAIRS	180.00-
Total:215-5600 RENTALS, LEASES AND REPAIRS				180.00-
215-6270	MAIN BUILDING CONTRACT			
P22-01685	50,373,080.17	215-6270	BOND FUND MEASURE I 2022/MAIN BUILDING CONTRACT	7,500,000.00
Total:215-6270 MAIN BUILDING CONTRACT				7,500,000.00
350-6250	OTHER COSTS/PLANNING			
P24-02589	3,538,188.32	350-6250	COUNTY SCHOOL FACILITY FUND/OTHER COSTS/PLANNING	188,150.00
Total:350-6250 OTHER COSTS/PLANNING				188,150.00
Total PO Changes				8,278,208.72

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: April 02, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-213 – Raymond West Intralogistics Solutions (Fox/Shea)

Raymond West Intralogistics Solutions will provide design, permit, furnish, and install warehouse storage systems for the ELOP warehouse located at 3050 Camino Del Sol, Oxnard Ca 93030.

Term of Agreement: April 3, 2025 through June 30, 2026

FISCAL IMPACT:

\$20,500.00 – Expanded Learning Opportunities Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-213 with Raymond West Intralogistics Solutions.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-213, Raymond West Intralogistics Solutions \(15 Pages\)](#)
[Proposal \(12 Pages\)](#)



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 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.
 - 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:

	Each Occurrence	Aggregate
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

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:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2025

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: _____

Engineering & Permit Administration Proposal

Prepared for:



February 4, 2025

Proposal # 100899732

Presented to:

Dr. Ginger Shea
Oxnard School District
Director Enrichment & Special Programs
1051 South A St.
Oxnard, CA 93030
O: 805-385-1501 x 2324
gshea@oxnardsd.org

Prepared by:

Andrew Robison
Raymond West Intralogistics Solutions
Account Manager
Cell: 562-360-4952
andrew.robison@raymondwest.com

SCOPE OF WORK

Raymond has the expertise, resources, and capability of completing the following Scope of Work.

Project Feasibility Study (Non-proprietary)

- ❖ Preliminary seismic calculations
- ❖ Preliminary fire suppression system analysis
- ❖ Initial storage system design (layout/elevation/type)
- ❖ Review of options with Oxnard School District Stakeholders to gather feedback/requested changes.
- ❖ Revised Rack Concept Layout based on feedback/requested changes.
- ❖ Sealed High-Piled Storage Analysis
- ❖ Sealed Seismic Calculations
- ❖ Concrete Slab Report
- ❖ Soils Report

For 70 years, Raymond has been delivering successful Warehouse Storage Rack Design projects to our clients with precision and expertise. During the planning phase, we work closely with you to clearly understand your needs and objectives for the project. We develop a minimum of two (2) initial concepts to consider. We then review these options with you discussing the factors influencing each design and highlighting the pros and cons of each. Once we have arrived on a final concept, we provide you with a sealed high-piled storage analysis, sealed seismic calculations, concrete slab report and soils report. These reports are required when applying for the required permits.

Project Approach

Raymond's project team will support this project for the duration until successfully commissioned. Raymond team members will manage daily project activities and engage with Oxnard School District employees to provide updates and any changes to the project timeline.

Raymond team members will support this project by interfacing with factory production managers, engineering personnel, attend planning meetings, job site inspections, interface with the Building and Safety Departments and Fire Departments, Interface with Plan Check Offices, Schedule and Conduct all site inspections and conduct meetings with Oxnard School District employees. Raymond's project team will assess daily progress to ensure we achieve milestones against established completion date goals. Any deficiencies will be immediately addressed and resolved. Our monitoring of the project will occur daily and accelerated as needed.

Safety on the job site is the cornerstone of Raymond's approach to these projects. Safety is paramount and regarded as our highest priority. Raymond's OSHA Safety Trainers carry out all training classes and certification courses required prior to mobilization. Raymond requires all employees to complete two additional courses called "Safety on The Move" and "Warehouse Pedestrian Safety". Raymond offers safety training to organizations all over the west coast and we also require our employees to abide by the most comprehensive safety rules.

ENGINEERING

ADMINISTRATION SERVICES:

Raymond will interface with Plan Check offices at the Department of Building and Safety and Fire Department on behalf of Oxnard School District to identify requirements that must be met in the city of Oxnard. Raymond will address codes and requirements and communicate these to Oxnard School District during the design stages of the project. Raymond will ensure that all design criteria will be per code and designed to secure local authority approvals.

HIGH PILE STORAGE ENGINEERING ANALYSIS

Raymond will provide High Pile Storage preliminary analysis prepared by state of California registered Fire Protection Engineer. The preliminary analysis will take into consideration the following:

SITE AND ACCESS PLAN - Project overview, Architectural Site Plans, Applicable codes, building construction information, scope of work, hazardous materials information, smoke and heat removal details, and Fire Department Access Information Details.

FIRE SUPPRESSION ANALYSIS: Includes preliminary High Pile Storage Commodity Study, Description/Explanation, Define the required Operational Permit for High Pile Storage, General Fire Protection and Life Safety Requirements per California Fire Code Table, Fire Sprinkler Requirements, Fire Sprinkler Clearance, Solid Shelving Notes, Open Top Container Notes, Monitoring Information, Dead End Aisles, Valve Accessibility Information, Required Rack Flue Space Information, Exit Travel Distances, Internally Illuminated Exit Signage, Aisle Notes, Portable Fire Extinguisher Requirements, Access Doors where High Pile is Present, Powered Industrial Trucks and Equipment, Housekeeping & Maintenance requirements,

COMMODITY STUDY: preliminary classification report of all commodities and specific storage information details, storage codes, fire sprinkler codes, roof information, egress information, and heat & smoke removal information.

SEISMIC CALCULATIONS ENGINEERING

Raymond will provide preliminary Structural Calculations & Seismic Calculations Report signed by a registered Structural Engineer.

STRUCTURAL OBSERVATION, CONCRETE SLAB CORE REPORT & SOILS REPORT:

Raymond will conduct a preliminary study of the concrete slab thickness and strength as well as the compressive strength of the soil. Core samples of the concrete and soil will need to be taken to complete this requirement. Raymond will complete a site visit to capture photos of the slab and information that may be used to create an observation report if required by the local authority having jurisdiction.

QUALIFICATIONS:

License #842707

Contractor's License Classifications: C-61/D24 Metal Products
C-61/D21 Machinery and Pumps
C-61/D28 Doors, Gates and Activating Devices

Workers Compensation: Zurich American Insurance Company
Policy Number: WC46375100

Contractor's Bond: American Contractors Indemnity Company
Bond Number #SC1044146

(Additional coverage and insurance limits available upon request)

INVESTMENT INFORMATION:

Permit Administration Services	\$6,000.00
Includes permit submittal package, deputy anchor inspection and interfacing with authorities having jurisdiction (AHJ)	
Scaled High-Piled Storage Analysis	\$5,000.00
Scaled Seismic Calculations	\$2,000.00
Concrete Slab Core Report	\$4,000.00
<u>Soils Report</u>	<u>\$3,500.00</u>
Engineering & Consultation Total	\$20,500.00

Standard Terms & Conditions:

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts, and associated accessories, including Intelligent Warehouse Solution (collectively, the "Goods") and the delivery, installation, and setup of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. Purchases financed through a leasing or finance company other than Raymond Leasing Corporation require acceptance of this proposal directly from that leasing or finance company and require Seller's approval of such financing arrangements. To the extent this proposal is issued pursuant to a written agreement between Customer and Seller for the purchase of RAYMOND industrial trucks (the "Master Agreement"), the provisions of the Master Agreement will control.

ACCEPTANCE: This proposal constitutes an offer by Seller that Customer may only accept on the exact terms set forth herein. To accept Seller's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Products. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms (including pre-printed terms) appearing thereon will have no effect and are expressly disclaimed and Customer's acceptance is limited to the exact terms of this proposal. Customer's acceptance of any part of the Products will be deemed an acceptance of all terms, conditions, and instructions set forth herein.

PRICING: Seller reserves the right to increase the price of the Goods, and Customer shall pay the increased prices, if, up to thirty (30) days prior to date of shipment, the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four (4%) or more as compared to the MHEPPI as of the date of Order acceptance. Price increases, if any, will correlate to the percentage increase in the MHEPPI.

TERMS OF PAYMENT: The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal or in another written document signed by Seller. Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery schedule quoted; (b) any applicable federal, state, local, sales, excise or use taxes, duty fees, customer fees, inspections fees, testing fees, and any other tax, fee, or charge of any nature whatsoever imposed by any government authority are not included in Seller's proposal, and are for the account of the Customer reimbursable to Seller. If a tax exempt certificate is issued for this work, Seller reserves the right to adjust prices accordingly; (c) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards; (d) all present and future taxes for the sale or installation of Goods covered hereby, whether levied or assessed upon Customer or Seller, shall be paid by the Customer in addition to the price invoiced for the Goods. In the event Seller is required to pay any such taxes or charges, Customer shall reimburse Seller thereof; and (e) Prices are valid for 30 days from date listed on Seller's proposal.

INVOICES: Goods will be invoiced upon shipment, or proportionately as each truckload is shipped, unless otherwise specified. Payment by credit card will not be accepted.

FREIGHT COST ESTIMATES: If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate only, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events.

DELIVERY TIME: Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. All time estimates are contingent upon acts of God, strikes, lockouts, fires, accidents, delays of carriers, delays caused by any governmental regulations now effective or that may become effective, or any other delays reasonably unavoidable or beyond Seller's control. In the event of unforeseen delays in shipment requested by Customer, or resulting from the acts or omissions of Customer, its agents, employees, or contractors other than Seller's, material will be invoiced in reasonable proportions upon completion of fabrication.

CANCELLATION CHARGES: If for any reason it becomes necessary to cancel this proposal prior to shipment to Customer, Customer will be liable to Seller for the following charges, unless waived in writing by Seller:

For non-iW Solution Goods:

- 1) Any engineering or scrap costs incurred by the manufacturer or Seller
- 2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or 100 percent of the list price of the proposal if the proposal has been released to production; and
- 3) All administrative fees and other miscellaneous expenses.

For iW Solutions:

- 1) \$300 cancellation fee for any ordered iWAREHOUSE® Telematics System, iTRACK Asset and Maintenance Management System (“iTRACK”), In Aisle Detection System or Pick2Pallet™ LED Light System;
- 2) \$2,500 cancellation fee for any ordered Zoning and Positioning; and
- 3) All third-party service charges incurred by Seller in connection with the planned provision of any iW Solution to Customer.

CHANGE ORDERS: If for any reason it becomes necessary to change the specification of the Goods ordered prior to shipment to Customer, Customer will be liable for the following charges:

For non-iW Solution Goods:

- 1) Prior to release to production by the manufacturer – Engineering costs plus \$150.00;
- 2) After the release to production by the manufacturer – Engineering, Rework, Scrap, and Restocking Costs plus \$150.00; and
- 3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order as miscellaneous expenses.

For iW Solutions:

- 1) Non-Equipment changes - \$75 per iWAREHOUSE Telematics System, iTRACK, In Aisle Detection System or Pick2Pallet LED Light System change and \$150 per Zoning and Positioning change;
- 2) After 3rd party purchase order is released by Seller or Raymond - \$150 per released purchase order; and
- 3) All third-party service charges incurred by Seller to effectuate the change.

DELAY: Seller shall not be liable for any loss or damage to Buyer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller’s usual sources of supply, government decrees or order, or, without limiting the foregoing, any other delays beyond Seller’s control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller’s option, to cancel this contract or any part thereof without any liability.

INTELLIGENT WAREHOUSE SOLUTIONS: Customer acknowledges that the Goods may include one or more RAYMOND® intelligent warehouse solutions (each an “iW Solution”). Customer’s use of any iW Solution is subject to the Master Agreement – Intelligent Warehouse Solutions or other written agreement explicitly governing Customer’s use of the ordered iW Solutions (the “iW Solution Agreement”) between Customer and Seller.

Of Customer and Seller are not parties to an iW Solution Agreement and Customer is purchasing or leasing an iW Solution under this proposal, or if the procurement or use of an ordered iW Solution is not governed by an iW Solution Agreement, Customer’s procurement and use of such iW Solution is subject to (1) with respect to the iWAREHOUSE Telematics System, the iWAREHOUSE Telematics System Terms (Capital/Leas/Rental); (2) with respect to the Labor Management System, the Labor Management System Terms (Capital); (3) with respect to the Pick2Pallet LED Light System, the Pick2Pallet LED Light System Terms; (4) with respect to Zoning and Positioning, the Zoning and Positioning Terms (5) with respect to In Aisle Detection System, the In Aisle Detection System Terms; and (6) with respect to iTRACK, the iTRACK Asset and Maintenance Management System Terms (collectively, the “Online Terms”), as such terms are in effect as of the effective date of the proposal. The Online Terms are available at <https://raymondcorp.com/terms-of-use/iwarehouse-terms-and-conditions-archive> and are incorporated herein by reference. To the extent of a conflict between this proposal and, as applicable, the Master Agreement, the iW Solution Agreement and Online Terms, the iW Solution Agreement and Online Terms control with respect to the iW Solution.

INTEGRATED SOFTWARE: Seller hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Integrated Software (defined below) solely as necessary for Customer to use the Goods. Customer shall not, and shall not permit others to: (1) sell, lease, rent, timeshare or distribute the Integrated Software; (2) disassemble, decompile, revise engineer or otherwise attempt to derive the Integrated Software’s source code; (3) publish, provide or otherwise make available to any third party, any competitive, performance or any benchmark tests or analysis relating to the Integrated Software; (4) remove, alter or obscure proprietary notices thereon; or (5) use any Integrated Software separate from the Good on which the Integrated Software is integrated, or for any purpose other than for using and managing the Goods on which the Integrated Software is installed. Seller and its licensors shall have the right to push and remotely install updates and bug fixes without prior notice to Customer. “Integrated Software” means all computer programs, whether in object code, script or other form, embedded into or otherwise running on the purchased or leased Goods, except to the extent such computer program is a component of any iW Solution; (ii) all subsequent correction releases, updates and upgrades thereto.

INTELLECTUAL PROPERTY OWNERSHIP: Subject to the rights expressly granted to Customer in these terms, the Master Agreement and, as applicable, the iW Solution Agreement and Online Terms, Seller and its licensors are and shall remain the owner of all intellectual property rights embodied in or related to the Goods and Services.

DATA: Customer acknowledges that Goods may collect technical and usage data and related information (collectively, "Data") generated through Customer's use of the Goods. For purposes of this proposal, Data does not include any data generated or transmitted as a part of any iW Solution. Customer hereby grants to Seller a perpetual, irrevocable, non-exclusive, royalty-free license, with the right to sub-license, for Seller, Raymond, their service providers and their affiliates to copy and use Data (1) as reasonably necessary to provide the Goods to Customer; (2) to improve and develop other goods and services; and (3) to aggregate the Data with that of other customers for any business purpose of Seller or its affiliates, provide that such aggregated Data does not identify Customer.

SHIPMENT OF GOODS: Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America and Ex Works factory (Incoterms®2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's or manufacturer's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

TITLE: Title to purchased Goods shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for the particular Good. Title to purchased Goods to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for the particular Good. Title to leased Goods will be as set forth in the Lease Agreement.

LEASE: This paragraph is applicable only if (1) Customer submits a lease application for the Goods with Raymond Leasing Corporation; (2) the lease application is approved; and (3) Customer and Seller or Customer and Raymond Leasing Corporation are or become parties to Raymond Leasing Corporation's Equipment Master Lease Agreement or other lease agreement acceptable to Raymond Leasing Corporation (the "Lease Agreement") on or before the 60th day after Customer accepts this proposal. In addition to, as applicable, the Master Agreement, iW Solution Agreement and Online Terms, this proposal is subject to the terms of the Lease Agreement. To the extent of a conflict between, as applicable, this proposal, the Master Agreement, iW Solution Agreement, Online Terms and the Lease Agreement, the conflict will be resolved by giving precedence in the following order: (1) with respect to any iW Solution, the iW Solution Agreement and Online Terms, as applicable; (2) the Lease Agreement; (3) the Master Agreement and (4) the proposal. Seller, and any subsequent assignee, including Raymond Leasing Corporation, may assign or otherwise transfer this proposal or the amounts due or to become due hereunder or its rights, title, and interest in and to the Goods. If any such assignment is made, Customer shall not assert against the assignee any claim or defense that Customer may have against assignor or any previous assignor; Customer reserving such remedies hereunder against assignor and previous assignors but not assignor's assignee.

TAXES: The prices covered by Seller's proposal do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the sale or installation of Goods covered hereby, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller.

NONCONFORMITY: Customer shall have the right to inspect all Goods shipped hereunder within ten days of its receipt of shipment or completion of installation (the "Inspection Period"), and in the event of any claim of nonconformity, shall provide Seller with written notification, specifying the details of nonconformity and furnishing any evidence as may be reasonably requested by Seller. Customer will be deemed to have accepted the Goods unless Customer notifies Seller in writing of any nonconformity Good during the Inspection Period. If Customer timely notifies Seller of any nonconforming Good, Seller shall, in its discretion: (1) correct or replace, at its expense, the nonconforming good; (2) refund or credit the portion paid and associated with nonconforming Good, together with all reasonable shipping, handling and transportation expenses incurred by Customer in connection therewith. Customer shall ship to an address provided by Seller, at Seller's expense and risk of loss, or make available to Seller, at Seller's sole option, the replacement of Goods after receiving Customer's shipment of nonconforming Goods. The remedies set forth in this section are Customer's exclusive remedies for the delivery of nonconforming Goods. Notwithstanding the preceding sentence, Customer's acceptance of any Good under this section does not waive Customer's right under any warranty.

INDEMNITY: Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party (the “Indemnified Party”) and the other party’s affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, “Indemnifiable Losses”) arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a “Claim”) in connection with the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees, or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party’s failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the Claim and shall reasonably cooperate with the defense; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written consent of the Indemnified Party if such settlement will result in the admission of wrongdoing.

WARRANTIES: Warranties for the Goods and Services are limited to: (1) Those (if any) provided in writing for the benefit of Customer by Seller’s suppliers or the original manufacturer thereof, (2) those (if any) provided by Seller for Customer’s benefit in a separate written document prepared or sign by Seller, (3) those (if any) that Seller has the legal right to pass through to Customer. Other than as provided above, there are no warranties that extend beyond those stated in this proposal. THE EXPRESS WARRANTIES SPECIFIED IN THIS PARAGRAPH ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

LIMITATION OF LIABILITY: IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THE PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARISING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

SELLER’S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods’ full replacement cost value against all risk to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other right granted by law or contained herein, to (i) enter upon Customer’s premises to take possession of the items, or (ii) require Customer to make Goods available to Seller to repossession at a place designated by Seller.

GOVERNING LAW: The laws of the State of New York govern the validity, interpretation, and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of New York. If either party brings against the other party any proceeding arising out of this proposal, that party may bring that proceeding only in a state court located in Chenango County, New York, or a federal court in the Northern District of New York. The application of the United Nations Conventions on Contracts for the International Sale of Goods is excluded.

WAIVER: No waiver or satisfaction of a condition or nonperformance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: With the exception of the preamble, any Lease Agreement and any iW Solution Agreement and Online Terms, this proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties. Material may be subject to possible steel surcharge at time of shipment. Price is based on total bill of material listed, any changes in quantity may result in increase of price. Steel products are subject to all Duties and Tariffs and will appear on final invoice.

Installation Only Services does NOT Include: Seismic Calculations, Permit Submittal Service, High Pile Report, Third Party Anchor Inspection, and ADA requirements.

High Pile Reports do NOT include smoke vent inspection, modifications to vents or existing sprinkler system, and any additional requirements by the city.

The Building Permit Submittal Service Fee to obtain a Building Permit from the local city jurisdiction, covers interfacing with the building department. Customer is responsible in providing documentation of their building at their expense, for such items listed in the following example (but not limited to these examples): data regarding commodity being stored; special anchor inspection; detailed plans of building, building sprinkler information, floor construction, floor (concrete) capacity, and/or compact soil reports. Plan check, final permit, and any city fees will be invoiced to customer at cost. (See General Note #7)

“Seismic calculations, fire department approval, and city permits are required for any rack or shelving structure over 5’-9” high. Local inspectors can change this requirement to include ‘any’ installation at their discretion.” It is the purchaser’s responsibility for all permits as requested.

If the purchaser elects to waive permit requirement, Raymond West cannot be held responsible for any liability if an inspection requires a permit upon inspection at a later date or from a problem due to an earthquake or fire.

All labor is being quoted on a continuous work schedule and performed during normal working hours Monday thru Friday (approximately 7:00 a.m. to 4:00 p.m.). If project is delayed as a direct result of area not being free and clear, we must invoice you for any additional charges we incur. Customer shall also be responsible for any additional cost for rental equipment.

If this proposal includes Wire Guidance installation, the price includes cutting, wiring, and epoxy filling. Clean-up will consist of slurry removal and broom swept floor. Concrete wastewater that may have splattered onto the rack will be wiped clean. This does not include removal of extraneous dust that is present or previously accumulated due to typical warehouse environment. Customer must provide a dedicated 110v circuit to the line driver mounting location. Customer must hardwire 110v circuit to line driver box. Raymond West will verify continuity of the circuits and connection to the line driver.

Slab construction and soil compaction information must be provided by Customer. Verification of slab construction is required to assure proper rack design and prior to fabrication. Modifications to lighting & sprinkler system are not provided in this quote. Customer shall be responsible for any additional requirements by the City of City.

“SEISMIC CALCULATIONS, FIRE DEPARTMENT APPROVAL, AND CITY PERMITS ARE REQUIRED FOR ANY RACK OR SHELVING STRUCTURE OVER 5’-9” HIGH. LOCAL INSPECTORS CAN CHANGE THIS REQUIREMENT TO INCLUDE ‘ANY’ INSTALLATION AT THEIR DISCRETION.” IT IS THE PURCHASER’S RESPONSIBILITY FOR ALL PERMITS AS REQUESTED.

“IF THE PURCHASER ELECTS TO WAIVE THIS REQUIREMENT, RAYMOND WEST CANNOT BE HELD RESPONSIBLE FOR ANY LIABILITY IF AN INSPECTION REQUIRES A PERMIT UPON INSPECTION AT A LATER DATE OR FROM A PROBLEM DUE TO AN EARTHQUAKE OR FIRE.”

1. Unless otherwise specified by Raymond West this proposal shall be void 30 days from date submitted or after the expiration of this proposal.
2. Purchaser shall pay all local, state and/or federal taxes that are applicable in the purchase of the equipment. Sales tax shall be added, at the applicable rate, to the purchase unless a sales tax exemption certificate is provided with the order.
3. Freight costs are provided for budgetary purposes only. Actual freight costs may vary and are the responsibility of the Purchaser. Actual freight bill will be invoiced direct except to the extent customer provides prior written notice to Seller of its intent to arrange shipment, Seller shall invoice the actual freight bill to customer on a collect invoice basis (not C.O.D.). Delivery of equipment or parts will be made F.O.B. point of shipment. Title to all shipments will pass to Purchaser upon delivery to carrier and all risk of loss or damage to goods will fall upon the purchaser. It will be the Purchaser's responsibility to file any and all claims with the carrier.
4. Shipping and delivery dates are estimates based upon conditions prevailing at the time of quotation. Seller shall not be liable for delays in delivery due to: Purchaser changes, Acts of God, strikes, fire floods, epidemics, war and all other causes beyond Seller's control. In the event of such delay, the delivery shall be extended by the amount of time delay incurred. If delivery is delayed by Purchaser, Seller has the option of requesting payment from Purchaser as though delivery had been made in accordance with the schedule provided in the proposal. Purchaser shall pay any expenses incurred by Seller due to Purchaser postponement of delivery, including storage.
5. The installation price, listed above, is based upon the following conditions:
 - A) Work being performed in one continuous operation from start to finish without delays or work interruption caused by others.
 - B) Work being performed during normal working hours, defined as 8 hours per day (approximately 7:00 a.m. to 4:00 p.m.) Monday through Friday, excluding holidays.
 - C) The jobsite being clear of all equipment and all stored product prior to the start of our installation work.
 - D) 110 volt electrical power being available within about 150 feet of the jobsite for powered hand tools.
 - E) All of the above quoted installation work has been based on using non-union labor. If your company should deem it necessary to perform the work with union labor, please be advised that the union price will run about two and one half times the amount of non-union price and would also double the length of time of the original non-union work schedule. The exact price for union installation can be determined by our meeting with representatives of the appropriate union to discuss the project in detail, if you determine that you must proceed in that manner.
 - F) Shimmiing to true and plumb condition if required due to floor irregularities will be at additional cost.
 - G) Clean-up will consist of a broom-clean floor with all debris created by our work staged in an on-site location or placed in containers provided by the Purchaser.
 - H) Raymond West to receive, unload and securely store materials in a clean, dry area provided by purchaser.
 - I) Provide a clear dock door and area to bring materials into building.
 - J) Purchaser to provide at least one (1) lift for the duration of the installation that is adequate to perform all work necessary. Unless otherwise specified.
 - K) Provide a clear adequately sized area to stage materials next to the installation area.
6. In the instance that the Purchaser contracts with a third party for the express purpose of project management and/or to monitor quality assurance in relation to the services and designs provided by Raymond West. Raymond West reserves the right to withdraw our offer, and re-negotiate the sales agreement as it pertains to the revised project scope.
7. The administrative charge to obtain a Building Permit from the local city jurisdiction will be as per price summary page. This charge covers interfacing with the building department. Plan check, final permit, and any additional city fees will be invoiced to the Purchaser at cost.

Raymond West is not responsible for the non-issuance of the building permit, if the city building department and/or fire department withhold permit approval due to any miscellaneous conditions not directly related to the structural integrity of the pallet rack. These miscellaneous conditions may cause the customer additional costs which are not included in the proposal. These miscellaneous conditions might require that the Purchaser provide documentation of compliance to these agencies and/or modifications to their building at their expense, for such items as listed in the following example (but not limited to these examples): High Pile Storage Report & Permit; handicap parking; handicap toilet facilities; building floor plan showing emergency exit routes; data regarding commodity being stored; data covering types of packaging and encapsulation; data showing intent to comply with factory mutual standards for plastic and aerosol storage; submittal of detailed plans of building or in-rack sprinklers, and floor (concrete) capacity.

- Also this may apply to additions to an existing sprinkler system or installation of any newly required sprinkler system; installing exit signs; installing any peripheral firefighting equipment; (such as hoses or portable

extinguishers); providing core samples and/or compression tests of concrete floor strength; providing sub-soil compaction report; installation of larger base plates than quoted on the rack uprights if required due to inadequate concrete floor strength or inadequate sub-soil compaction; etc.

The Purchaser is responsible to supply the aforementioned documentation. If after one year we have not received requested data from you necessary for permit issuance, we will assume the lack of response to be an implied acknowledgment releasing us from permit responsibility. After that date we will invoice you for all expenses actually incurred and close out the project.

8. Should the Purchaser elect to waive any required permit process, the Purchaser assumes all liability caused by not acquiring the permit.
9. Rack beam elevations may cause a potential pinch point with forklifts. Be advised that this potential is the Purchaser's responsibility to evaluate and advise or handle. Raymond West is not responsible for this interface unless expressly stated in the project scope.
10. All requests for change or cancellation of Purchaser's order shall be made in writing. If accepted by Seller, Purchaser shall bear all costs and expenses incurred by such change or cancellation including, but not limited to, cost of materials, cost of labor, engineering development cost, design cost, cost of engineering services and appropriate overhead charges, including profit.
11. Seller shall not be required to furnish any safety device except those specified in this proposal. If federal, state and/or local governments require additional safety devices, inspections, permits or licenses for the use of Seller's equipment, Purchaser shall obtain and cover all expense.
12. Listed capacities are for static loads and have been supplied by the manufacturer for all seismic zones. Seismic engineering for Zone IV may result in a down rating of some components; however, materials have been selected to accommodate your particular storage requirements.
13. Seller shall protect Purchaser against any lien asserted against Purchaser's property for equipment or services furnished by others at Seller's request, provided that Purchaser meets the required price and terms of this agreement.
14. Title to all drawings, schematics, specifications, and other papers prepared by Raymond West shall remain property of Raymond West. Such are submitted with the understanding that the information and/or drawings will not be disclosed or used in any manner detrimental to Raymond West. All specifications and dimensions are approximate and are subject to change or correction during final engineering. All stenographic and clerical errors are subject to correction.
15. After the Seller notifies the Buyer that the work is complete, the Buyer will inspect the work and, if the work is in conformance with the terms and provisions of the Proposal, the Buyer shall accept the same and deliver the Seller a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform the Seller in writing of the reasons for such declination. If, within ten (10) days after receipt of Seller's notice that the work is completed, the Buyer fails to so notify the Seller, the work shall be conclusively deemed to have been accepted by the Buyer.
16. If used equipment is designated within this proposal the following statement shall apply:

The goods sold under this agreement are purchased by the buyer "As Is" and the seller does not warrant that they are of merchantable quality, nor that they can be used for any particular purpose. This product is not designed for any specific seismic requirement unless so noted. No manufacturers' or sellers warranty is implied or intended under this proposal. Certification and/or rework by a properly certified welder is not included in this proposal and if required, may warrant a substantial increase in the quoted pricing.
17. We would greatly appreciate your considering the following points before making a final decision on who will perform this work for your company.

References Include:

- A) Raymond West has been in the material handling business for over sixty (70) years and has an excellent reputation.
- B) Raymond West successfully completes many storage rack installations each year, both large and small. Each project receives the attention and professional handling that has earned us a trademark of quality throughout the industry.
- C) Raymond West has all required City Business Licenses, Contractors Licenses, worker's Compensation Insurance, and \$2,000,000.00 in Liability Insurance coverage. Please be advised that some companies supplying material handling equipment use part-time labor, and do not carry all of the required licenses and insurance. While this means that they can sometimes provide you with a lower installation price, the quality of the installation sometimes suffers, and the customer is exposed to potential liability claims that could quickly exceed any possible savings.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-216 – Voler Strategic Advisors, Inc. (DeGenna)

Voler Strategic Advisors will provide consulting services in the areas of communication strategy and support, crisis management and media relations, marketing to prospective students and families, bilingual district newsletter, video production, social media support, and media monitoring and reporting.

Terms of Agreement: April 3, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$8,500.00 per month – General Fund

RECOMMENDATION:

It is recommended by the Superintendent that the Board of Trustees approve Agreement #24-216 with Voler Strategic Advisors, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-216, Voler Strategic Advisors, Inc. \(4 Pages\)](#)
[Proposal \(14 pages\)](#)



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



OXNARD SCHOOL DISTRICT PROPOSAL



March 27, 2025

www.VolerSA.com

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March 27, 2025

Dr. Anabolena DeGenna
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Dr. DeGenna,

At Voler Strategic Advisors, we are excited to present this proposal and the opportunity to support your district's communications and engagement efforts.

Year-round, we provide invaluable assistance to school districts by crafting strategic communications, developing solutions to complex challenges, and implementing targeted marketing strategies to boost student enrollment and retention. Our comprehensive approach ensures that districts can effectively navigate obstacles, strengthen community engagement, and achieve their long-term goals.

If you choose to move forward, we look forward to collaborating with you to develop a customized work plan tailored to your district's unique needs and priorities. Together, we can enhance your communications strategy, deepen connections with students, parents, staff, and the broader community, and position your district for long-term success.

Sincerely,

A handwritten signature in black ink, reading "Perla A. Rodriguez".

Perla A. Rodriguez
Chief Executive Officer

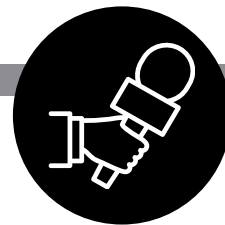
HOW WE SUPPORT SCHOOL DISTRICTS

Our organization has developed a unique model that enables organizations to have expertise across a variety of communications disciplines, which is impossible to be embodied in one person, 365 days a year. From crisis management to communications strategy to video production, writing, marketing, graphic design and social media, the Voler team is available to address your priorities around the clock. Our effective, proven model enables organizations to have the highest caliber communications professionals and support to serve their communities at a very reasonable cost, saving them thousands of dollars in benefits, retirement, and on-going investments in technology and equipment required to keep up with communications trends.

Operating as an extended arm of your organization, we seamlessly integrate into your team. Regular meetings allow us to immerse ourselves in your priorities, cultivating a collaborative environment where we collectively address key challenges and deliver impactful solutions.



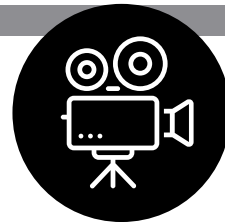
**PARTNER/STAKEHOLDER
COMMUNICATIONS;
STRATEGIC CAMPAIGNS**



**MEDIA RELATIONS
CRISIS COMMUNICATIONS**



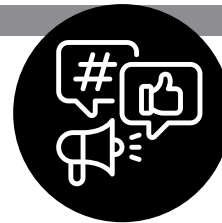
**MARKETING TO PROSPECTIVE
STUDENTS & FAMILIES**



VIDEO PRODUCTION



**MULTICULTURAL/MULTILINGUAL
COMMUNICATIONS & OUTREACH**



**SOCIAL MEDIA
EXPERTISE & MANAGEMENT**

OUR QUALIFICATIONS AND EXPERIENCE

At Voler Strategic Advisors, we believe in the power of strategic communication to drive meaningful impact and transformative outcomes.

As a Latinx, woman-led firm, we bring a deep understanding of diverse communities and strong relationships with leaders across California. Our approach is rooted in innovation, client-focused solutions, and a commitment to delivering measurable results.

With a proven track record of success, our team has been recognized at the highest levels for excellence in communication. Our staff includes Emmy Award-winning professionals, and our work has earned widespread acclaim, including repeated recognition from the California School Public Relations Association (CalSPRA) for outstanding contributions to public education, crisis management, marketing, and multimedia storytelling.

Voler has been honored with more than 60 industry awards, including Telly Awards for excellence in video and multimedia storytelling and MarCom Awards for outstanding achievements in marketing and communications. Our recognition spans a wide range of categories, including public relations, crisis communications, media strategy, visual storytelling, and community engagement. Our award-winning campaigns have helped school districts enhance enrollment, supported cities in effectively engaging their communities, and elevated public awareness on critical issues. These accolades reflect our ability to craft compelling narratives, develop strategic solutions, and deliver impactful results for the organizations we serve.

We are proud to serve organizations throughout California, helping them enhance their capabilities, navigate complex challenges, and achieve both immediate and long-term goals. As a certified woman- and minority-owned business (WBENC, NMSDC, and State of California), we are committed to advancing equity and elevating voices that shape the future.

Let's work together to create impactful strategies that inform, inspire, and engage.



SCOPE OF SERVICES

Communications Strategy and Support

Critical to the success of any school district is fostering robust communication channels among the District, parents, staff, and the broader community. Our focus will be on showcasing the district's premier programs and attributes, informing parents and the community about available services, and maintaining a steady flow of pertinent information to stakeholders.

Throughout the school year, we will address themes such as:

- Highlighting academic offerings that prepare students for college, career, and life success.
- Providing social-emotional support and resources for students and families to promote overall wellness.
- Cultivating a positive school culture and climate.
- Emphasizing diversity and equity initiatives.
- Celebrating individuals who exemplify the District's commitment to excellence.

Our communications expertise will directly bolster your efforts to enhance the District's brand and visibility. Our goal is to retain and attract students, families, and high-quality staff members.

Crisis Management and Media Relations

Voler will provide advice and counsel on key public affairs issues impacting the District. Our goal is always to position the district for success, and to help it build and maintain strong relationships with the community and key stakeholders.

All organizations inevitably face crisis or conflict through the course of their work. The key is knowing how to address challenges as they come up. Our team brings vast experience in crisis management and will work with your team to quickly and effectively respond to issues of concern.

We will work with district staff to assess situations in order to prevent crisis wherever possible.

SCOPE OF SERVICES

Additionally, in the event a crisis occurs at a school site, Voler has developed crisis protocols that are immediately put into effect in order to provide parents and other constituencies with factual, timely information.

We provide messaging and training to carefully selected spokespeople, and can serve as your spokespeople when necessary.

Our team assist with inquiries from media outlets, providing timely and transparent responses, working with key staff and providing support to District spokespeople. We will craft all necessary communications tools including media advisories, press releases, speaking points, etc.

Marketing to Prospective Students and Families

The Voler team has a wide-array of top-caliber communications specialists that will support your marketing efforts with a focus on addressing diverse, multilingual audiences. We will partner with you on key initiatives that support the recruitment of students and families. We will continue to work with you to prioritize programs/initiatives that would benefit from marketing support.

The following are examples of projects we will undertake:

- Development of bilingual print materials for your District and schools (strategy, writing, graphic design, photography)
- Production of bilingual marketing videos
- Design and implementation of social media campaigns promoting enrollment process, dates, and highlighting the District's most attractive features
- Strategy and support for your advertising budget (if available); development of ads or commercials, strategies for micro-targeting

The Voler team will meet regularly with District Leadership to discuss and support the recruitment and retention of students. Our team will provide training and share best practices to increase visibility and build a pipeline of new students and families.

SCOPE OF SERVICES

Bilingual District Newsletter

A regular newsletter will provide your community a deeper understanding of the District's offerings and accomplishments and will keep them updated on the latest information.

This tool will effectively complement the District's presence on social media, capturing the most critical information with engaging visuals and messaging in a simple and succinct way.

Many newsletters make the mistake of providing dense information, too many articles and few visuals. Our goal is to make the newsletter a fun, fast and easy read for busy readers. The newsletter will highlight important resources available to families. and will have a multi-dimensional quality that people will enjoy through pictures and video.

Our team will develop the newsletter from beginning to end – conducting interviews, research, writing, editing, production of visual content (graphics and videos) and Spanish translation.

Video Production

Voler Strategic Advisors will create positive video content highlighting important District updates, and activities. Our video team will use engaging visual effects and music to enhance the interviews and footage taken on-site.

We will produce the following types of video messages, generally 1-2 minutes in length:

- Superintendent messages for newsletter
- Important district updates
- Messaging for key holidays - Thanksgiving, Winter Break, New Year
- Marketing videos that highlight the district and each school
- Teacher Staff Appreciation
- Classified Staff Appreciation

Videos will be produced in English and Spanish.

SCOPE OF SERVICES

Social Media Support

Social media is a very powerful way to engage with your constituents on a regular basis. Every post is an opportunity to tell your story. Using information and story ideas that we will gather from your personnel, we will strategically design social media content that will maximize engagement of your community.

We will provide oversight to your District Facebook page and Instagram accounts and will post a minimum of 3 times per week throughout the school year, including:

- Development and oversight of a social media strategy that supports your top organizational initiatives
- Focus on overall organizational branding and strategic initiatives
- Management of a social media calendar that will include major campaigns and key activities
- Graphic work to support social media postings
- Production of short videos for promotion of special activities
- Strategies for working across different platforms
- Expertise in expanding your following (audience)
- Social media monitoring 365 days a year

We will work together to leverage social media platforms to reach new/prospective families. Our team will be able to advertise through social media as requested.

Media Monitoring and Reporting

Voler Strategic Advisors employs the latest technologies in media monitoring to track, monitor, analyze, and report on your organization's coverage in print, online, and broadcast media.

Our media monitoring services include a routine review of coverage leveraging customized database and analytics. We also make available data reports and analytics for your organization that showcase your presence and/or footprint in the media.

SAMPLE WORK PLAN

PRIORITIES

- Onboarding & Strategic Planning – Establishing a clear roadmap to align with your district’s communication goals.
- Defining Scope of Work – Developing a well-defined plan that complements and enhances your PIO’s focus and responsibilities.
- Social Media Strategy & Support – Gaining access to accounts, providing expert strategic guidance, and delivering customized support to enhance engagement.
- Newsletter Development & Implementation – Crafting a targeted action plan and initiating immediate execution to strengthen outreach.
- Marketing & Enrollment Support – Assessing current marketing resources and communication tools; developing both short-term strategies and a long-term plan to enhance student and staff recruitment efforts.

MARCH

- Weekly onboarding meetings with key staff to develop customized work plan
- Comprehensive review of all current marketing and communications tools
- Social media access
- Communications Strategy and Support :
 - Writing
 - Crisis or public affairs issues
- Development of marketing and communications work plan

APRIL

- Communications Strategy and Support in all areas :
 - Writing
 - Crisis or public affairs issues
 - Newsletter
 - Video
 - Social Media

MAY

- Communications Strategy and Support in all areas :
 - Writing
 - Crisis or public affairs issues
 - Newsletter
 - Video
 - Social Media

JUNE

- Communications Strategy and Support in all areas :
 - Writing
 - Crisis or public affairs issues
 - Newsletter
 - Video
 - Social Media

FEES AND DURATION

Disclaimer: This is a preliminary draft of deliverables. Voler will be available to meet regularly to adjust deliverables as needed throughout the implementation of the agreement.

Fees

Voler Strategic Advisors would invoice the district a monthly fee of \$8,000. We bill at the beginning of every month.

All of the above services are included in the fee. (Printing, mailing and advertising costs are not included, if projects of that nature should arise).

Duration of Agreement

April 3, 2025 - June 30, 2026

If the District approves of the above terms, please sign and date below:

Dr. Anabolena DeGenna, Superintendent

Date

OUR LEADERSHIP

Perla A. Rodriguez **Chief Executive Officer**

With over 20 years of corporate leadership experience, Perla A. Rodriguez, Chief Executive Officer, has assembled a phenomenal team of professionals, trained by the best universities around the world. Together with her team members, distinguished leaders in their fields, Voler Strategic Advisors is providing innovative strategies and solutions to help clients achieve their objectives.



Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodriguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California.

Previously, Rodriguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first-ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefiting students, families, and numerous nonprofit organizations.

Among her many accomplishments, Rodriguez has been recognized by her peers as a leader in the public relations industry. She has been recognized by the Silicon Valley Business Journal twice; in 2019 she was awarded a Latino Business Leadership Award, and in 2011 was recognized as one of the 100 most influential women in the Silicon Valley. The National Grocer's Association highlighted her for developing the Best Public Service campaign in the supermarket industry in 2011. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the Exito Escolar education program.

Rodriguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration. She is graduate of the Stanford Latino Entrepreneurship Initiative by the Stanford Graduate School of Business and the Latino Business Action Network (LBAN).

Outside of work and family, Perla dedicates much of her time to public service. She serves on the board of San Jose Spotlight, San Jose's first nonprofit news organization. She supports education and college scholarships as President of the Catalino Tapia Scholarship Foundation board. In 2020, she was appointed to the Advisory Board of the University of San Francisco's Leo T. McCarthy Center for Public Service and the Common Good.

Rolando Bonilla
Chief Strategy Officer

Serving as Vler Strategic Advisor's Chief Strategy Officer, Rolando A. Bonilla brings to the organization over 20 years of experience working as a communications strategist. Bonilla has been frequently quoted in publications such as the San Francisco Chronicle, and the Mercury News. Additionally, he provides commentary for television both locally and nationally, offering expert opinion on political and communications issues.



Having begun his career in the rough and tumble of San Francisco politics beginning his service as a Public Service Aide for the Director of the San Francisco Department of Public Health, Bonilla was appointed by then San Francisco Supervisor Gavin Newsom and Mayor Willie L. Brown, Jr. to serve on several city commissions, including serving as the Chairman of the Finance Committee of the San Francisco Juvenile Probation Commission where he oversaw a \$30+ million budget. Additionally, during his time serving in the City and County of San Francisco, Bonilla was elected as a California Democratic Convention delegate.

After serving in San Francisco, Bonilla moved to the Silicon Valley where he advised San Jose Council member Nora Campos as her Communications Director. During his time at San Jose City Hall, Bonilla was responsible for developing the Council member's public safety agenda, which became one of the most high-profile political agendas coming out of San Jose City Hall.

In 2010, after having served in government, Bonilla entered the private sector and founded a public relations firm that developed clientele in various industry sectors. From crisis communications to political strategy for publicly traded companies, Bonilla established his reputation as an expert that organizations turn to whether when dealing with crisis, and is the organization's lead strategist for crisis communications.

In 2019, Rolando returned to public service having been appointed to the San Jose Planning Commission by the San Jose City Council. In 2021, he was elected unanimously as the Commission Chair. Long considered the most important commission in the City of San Jose, the Planning Commission is a quasi-judicial legislative body responsible for adopting and amending San Jose's General Plan and adopting the City's land-use regulations. The Planning Commission also acts as an appellate body on Planning Director decisions, and certifies Environmental Impact Reports.

Bonilla serves on the board of the San José Evergreen Community College District Foundation, and enjoys mentoring aspiring entrepreneurs and civic leaders. As a survivor of COVID-19, he founded the East San José COVID Relief Fund providing financial relief to local businesses impacted by the pandemic.

Bonilla has a BA in Politics from the University of San Francisco, and a JD from San Francisco Law School.

Alexandra Céspedes Kent
Communications & Marketing Director

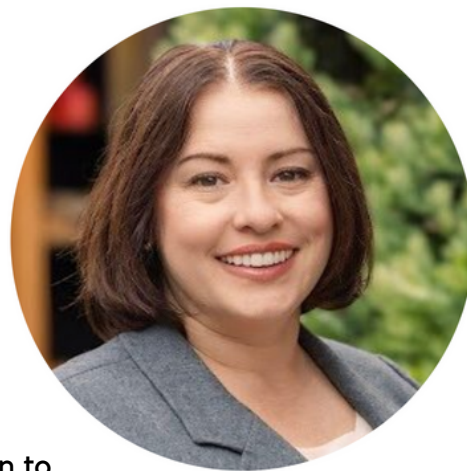
Alexandra partners with mission driven organizations and leaders to enhance their brand, marketing, and communications. She joined the Voler team in Spring 2024.

When serving as the Development and Communications Director at the Good Samaritan Family Resource Center, she doubled the operating budget to \$5M and spearheaded a \$2.5M capital campaign to build an affordable preschool. Amid the early days of the COVID-19 pandemic, she led social media campaigns that raised \$400,000 in direct aid for 800 immigrant families.

Alexandra previously led The Purpose Prize, a \$17 million initiative investing in older social innovators with the goal of changing the national conversation about aging. There, she orchestrated a successful social media campaign, attracting a major movie studio as a partner in developing a second iteration: the "Marigold Ideas for Good" contest.

Earlier in her career, Alexandra designed leadership programs at Coro Northern California. She holds a BA in English Literature from Amherst College and lives in Alameda, Calif.

Alexandra is a board member at the Catalino Tapia Scholarship Foundation and a former board member at CompassPoint.



Beatriz Ferrari
Communications Manager

A nine-time Emmy Award winner and veteran journalist, Beatriz Ferrari serves as Voler Strategic Advisors' Communications Manager. Ferrari spent 18 years of her journalism career working at Univision KDTV 14 where she built her reputation as a fixture of the Bay Area press corps and won nine Emmy Awards. Previously, she reported for television and print media in Perú and Argentina.

Highly fluent in English and Spanish, Ferrari is also an accomplished author and illustrator of more than 20 bilingual children's books that promote early childhood literacy.

As Voler Strategic Advisors' Communications Manager, Ferrari is responsible for the development of client communications strategies with an emphasis on bilingual strategies. Additionally, she leads media relations efforts for the firm. Ferrari earned a bachelor's degree in Communications from the Universidad Nacional de Córdoba in Argentina.



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: April 02, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #24-214 – Acceleration Behavioral Therapies (Fox/Shea)

Acceleration Behavioral Therapies will continue to provide applied behavior therapy and related services, including direct behavioral interventions, development, implementation, and supervision of these services for students in the Expanded Learning Opportunities Program and After School Programs during the 2024-25 and 2025-26 school years.

Term of Agreement: January 1, 2025 through June 30, 2026

FISCAL IMPACT:

\$252,817.60 – Expanded Learning Opportunities Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #24-214 with Acceleration Behavioral Therapies.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-214, Acceleration Behavioral Therapies \(15 Pages\)](#)
[Scope of Work \(1 Page\)](#)



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 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.
 - 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:

	Each Occurrence	Aggregate
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
Commercial vehicles: \$1,000,000.00 combined single limit

- 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

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 email invoices to: jorejel@oxnardsd.org and gshea@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2025

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: _____



Acceleration Behavioral Therapies

Phone: (818) 280-9614

Fax: (818) 356-8113

Info@AccelerationBT.com

AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

Proposal for Specialized One-on-One Support Services By Acceleration Behavioral Therapies (ABT)

Introduction & Overview

Acceleration Behavioral Therapies (ABT) is a leading provider of high-quality therapeutic services, specializing in academic, behavioral, and specialized support for students with diverse needs. With extensive experience in supporting students in after-school programs (ASPs) and a team of highly trained professionals, ABT is dedicated to fostering positive growth, skill development, and safety. Our services are grounded in evidence-based practices and tailored to meet the specific needs of each student. We understand the critical importance of providing individualized support in a safe, engaging, and nurturing environment.

The purpose of this proposal is to outline how ABT can continue to support the Oxnard School District (OSD) in meeting its specialized support needs for students, specifically during after-school hours. ABT's expertise in providing one-on-one, specialized support will help OSD enhance its enrichment programs and ensure that all students are receiving the highest level of care and attention during their participation in after-school programs.

Scope of Work

ABT will provide the following services to the Oxnard School District:

- **Specialized One-on-One Support:** ABT staff will continue to provide one-on-one support to students during after-school hours, ensuring that students in the ASP receive personalized attention to help them achieve their full potential and remain safe. This includes working on social skills, individualized support plans, and emotional regulation to help students thrive.
- **Support for OSD Spring and Summer Camps:** ABT staff will also provide specialized one-on-one support for students during OSD's Spring 2025 and Summer 2025 camps. Our team will work closely with OSD to ensure that students receive the necessary support during these programs to continue developing their skills in a focused, engaging environment.
- **Increased Support for New Referrals:** With a projected 20% increase in referrals for the 2025-2026 school year, ABT will be prepared to accommodate the additional students and provide them with the same high standard of individualized care and attention.

Keep consistent communication with school staff to ensure that goals are being met.

Pricing & Payment Terms

ABT charges an hourly rate of \$56.00 for all paraprofessional ASP services provided. The estimated budget for our services is as follows:



Acceleration Behavioral Therapies

Phone: (818) 280-9614

Fax: (818) 356-8113

Info@AccelerationBT.com

AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

- **2024-2025 Fiscal Year:** \$57,400.00
- **2025-2026 Fiscal Year:** \$195,417.60
- **Grand Total Estimate:** \$252,817.60

The breakdown of costs covers the ongoing support for the current students, specialized programs, and the expected increase in referrals during the 2025-2026 fiscal year. Any additional services beyond the agreed-upon scope will be discussed and approved in advance.

Payments will be due 30 days after invoiced. Invoices are sent out by the 10th of the following month to accounts payable at OSD.

Timeline & Milestones

ABT proposes the following timeline for the remainder of the 2024-2025 school year and the 2025-2026 school year:

- **2024-2025 Fiscal Year:** Support will begin immediately upon approval of this proposal, with services continuing through the end of the school year (approximately 15 weeks).
- **2025-2026 Fiscal Year:** Services will begin at the start of the 2025-2026 school year and continue throughout the year, including support during OSD's Spring and Summer camps. The estimated number of weeks of support will be 36 weeks.

Milestones for the project will be tracked monthly, with regular progress updates provided to the Oxnard School District to ensure that all objectives are being met.

Conclusion

Acceleration Behavioral Therapies is committed to delivering the highest level of specialized one-on-one support to Oxnard School District students. With our extensive experience and proven track record of success, we are confident that our services will enhance the enrichment programs at OSD and provide students with the necessary tools for academic and personal growth. We look forward to collaborating with you to create a positive, lasting impact on the students we serve.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section D: Action Items

Approval of Salary Reallocation - Child Nutrition Worker and Child Nutrition Cafeteria Coordinator (Carroll/Fuentes)

A compensation study was conducted to evaluate the salary placement of positions within the Child Nutrition Services department. The purpose of the study was to ensure that compensation remains competitive and aligned with similar roles in comparable districts.

The Child Nutrition Services department operates as a financially self-sustaining program and does not encroach on the district's general fund. The department has received ongoing increased funding to support expanded responsibilities associated with the Universal Meals Program and the Expanded Learning Opportunities Program.

Based on the results of the compensation study, staff recommends the following salary range adjustments to better reflect market rates:

- Child Nutrition Worker: move from Range 3 (\$19.09–\$23.21) to Range 7 (\$21.05–\$25.58)
 - *107 positions impacted*
- Child Nutrition Cafeteria Coordinator: move from Range 11 (\$23.21–\$28.21) to Range 16 (\$26.18–\$31.82)
 - *20 positions impacted*

The Personnel Commission approved this salary reallocation at their meeting on March 13, 2025.

FISCAL IMPACT:

Fiscal impact is \$303,319.26 to be paid with Cafeteria Funds.

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 salary reallocation for the Child Nutrition Worker and the Child Nutrition Cafeteria Coordinator positions.

ADDITIONAL MATERIALS:

Attached: [Proposed CSEA 24-25 Salary Schedule \(1 page\)](#)



Proposed 2024-2025 Active Classifications w/Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 16 Child Nutrition Cafeteria Coordinator
- 10 Child Nutrition Worker II (Cook)
- 7 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 31 Mental Health Clinician
- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 18 After School Program Site Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 29 Music Instructor
- 29 Arts Instructor
- 26 Speech-Language Pathology Assistant
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 12 Paraeducator - Special Education
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 6 Infant Program Assistant
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.50 AVID Tutors

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section D: Action Items

Approval of New Classification for Child Nutrition Worker II (Cook) (Carroll/Fuentes)

The Director of Classified Human Resources, in collaboration with the Director of Child Nutrition Services, identified the need to establish a new classification: Child Nutrition Worker II (Cook). This classification is intended to support consistency in the quality of meals prepared across school sites and to create a promotional pathway for internal employees seeking advancement to the Child Nutrition Cafeteria Coordinator position.

The primary responsibilities of the Child Nutrition Worker II (Cook) include leading the preparation and cooking of meals in accordance with district policies and procedures, maintaining proper food safety and sanitation practices, performing cashier duties during meal service, and assisting the Child Nutrition Coordinator with day-to-day operations and program events.

A compensation study was conducted to evaluate comparable positions with similar duties and qualification requirements. Based on this analysis, staff recommends placing the Child Nutrition Worker II (Cook) classification at Range 10 on the CSEA salary schedule (\$22.62–\$27.50). The Personnel Commission approved this New Classification at their meeting on March 13, 2025.

CNS Worker	Range 7	\$21.05 – \$25.58
CNS Worker II	Range 10	\$22.62 – \$27.50

- The Child Nutrition Worker is the entry-level classification, providing basic and routine food service preparation and serving activities.
- The Child Nutrition Worker II (Cook) is the journey-level classification, providing the more technical food service activities such as cooking.

The district plans to add 20 new Child Nutrition Worker II (Cook) positions—one at each school site. These will replace 20 existing Worker I positions through promotions and natural turnover, giving current staff opportunities to advance with minimal disruption.

FISCAL IMPACT:

Total fiscal impact is \$63,829.12 to be paid with Cafeteria Funds.

RECOMMENDATION:

It is recommended that the OSD Board approve the new classification for Child Nutrition Worker II (Cook) at Range 10 on the CSEA salary schedule (\$22.62–\$27.50).

The Assistant Superintendent of Human Resources and the Director of Classified Human Resources recommend that the Board of Trustees approve the new Child Nutrition Worker II (Cook) job classification and its placement at Range 10 on the salary schedule.

ADDITIONAL MATERIALS:

Attached: [Child Nutrition Worker II \(Cook\) - JD \(3 pages\)](#)

[Proposed CSEA 24-25 Salary Schedule \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

JOB DESCRIPTION

Child Nutrition Worker II (Cook)

Purpose of Position

Leads the cooking of meals following District policies and procedures. Ensures proper food safety and proper kitchen and cafeteria sanitation. Performs cashier duties in the sale of food items to students and staff for child nutrition programs and events. Supports the Child Nutrition Services Coordinator with day-to-day operations.

Distinguishing Characteristics

- The Child Nutrition Worker is the entry-level classification, providing basic and routine food service preparation and serving activities.
- The Child Nutrition Worker II (Cook) is the journey-level classification, providing the more technical food service activities such as cooking.
- The Child Nutrition Services Coordinator is the advanced-level classification, overseeing the food service preparation and maintaining a variety of records and preparing reports.

Supervision

- Receives supervision from the Director and Assistant Director of Child Nutrition Services.
- Provides technical work direction to the Child Nutrition Workers.
- This position has no formal supervisory responsibilities.

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.

- Leads the child nutrition staff in the cooking of a wide variety of food items (e.g., breakfast, lunches, supper, snacks, etc.) for a variety of child nutrition programs and events.
- Evaluates food for flavor, appearance, and temperature before serving students and staff.
- Weighs, measures, mixes, cuts, and/or substitutes ingredients based on recipes as needed.
- Prepares and assembles food items such as fruits, vegetables, cheese, meats, sandwiches, wraps, soups, and salads by operating a variety of kitchen equipment.
- Implements proper food rotation using first-in and first-out method.
- Operates kitchen equipment and appliances including, but not limited to, refrigerators, ovens, shredders, choppers, slicers, mixers, steam tables, warmers, pots, pans, and utensils.
- Performs recipe modifications, conversions, and calculations.
- Sets up serving lines, organizes and disassembles serving areas, and serves food to students and staff.
- Operates a computer to sell meals and food items and input student meal counts.
- Collects money and makes change from a cash box/drawer.
- Conducts recipe analysis in collaboration with the Child Nutrition Services Management team.

- Washes and scrubs kitchen tables.
- Cleans kitchen utensils and equipment.
- Maintains work areas in a clean and sanitary condition.
- Sweeps and mops food preparation, storage areas, and kitchen floors.
- Supports with the adjustment of serving schedules in accordance with school schedules and directives from administrative staff.
- Assists with the preparation of a variety of reports and records including inventory, sales, requisitions, daily reports, class lists, and production sheets.
- Maintain accurate count of food usage for meal forecasting and general planning needs.
- Estimates food quantities and submits requisitions to ensure the operation of food services.
- Receives and inspects the quantity and quality of food and supplies delivered at time of delivery.
- Receives, checks, and stocks deliveries and ensures food items and supplies are stored properly.
- Assists with monthly inventory including counting trays, milk, or other food items.
- Provides information and assistance to parents, the public, and other staff members in a helpful, courteous, and timely manner.
- Prepares money for shipment to District office.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- Regulations governing subsidized child nutrition programs.
- Principles and procedures of record keeping.
- Kitchen sanitation and safety practices.
- Maintenance and operation of kitchen appliances.
- Standard weights and measurements for cooking.
- Basic mathematics.

Skills in:

- Food preparation, serving, and storage.
- Computing required food quantities for menus.
- Customer service.
- Time management and prioritization.
- Verbal and written communication.

Ability to:

- Understand and follow both oral and written directions.
- Learn how to use new kitchen equipment and appliances.
- Utilize a computer, copier, and learn applicable software.
- Establish cooperative relationships with students, parents, and staff.
- Work independently and collaboratively as part of a team.
- Maintain confidentiality of privileged information.

Minimum Qualifications

Education and Experience

Graduation from high school or equivalency. Two years of large quantity and high-volume food preparation experience in a commercial, restaurant, or institutional setting.

Licenses and Other Requirements

A valid and current Food Safety Certificate approved by the State of California is required and must be obtained within the probationary period.

In accordance with the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), incumbents must complete a certain number of hours of continuing education per school year. Training options available on the United States Department of Agriculture Professional Standards website.

- Employees working over 20 hours per week: 6 hours of annual continuing education/training
- Employees working less than 20 hours per week: 4 hours of annual continuing education/training

All licenses, certificates, and other requirements listed above are required and must be maintained during employment unless otherwise noted.

Physical Requirements

Employees in this classification stand for prolonged periods of time, walk, sit, stoop/bend, reach overhead, lift, and carry up to 50 lbs. or over 50 lbs. with assistance, use fingers and wrists and/or hands repetitively in a slicing or twisting motion or while applying pressure, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work inside a kitchen and cafeteria environment, with changing priorities and short deadlines, in varying temperatures including extreme heat from ovens and extreme cold from walk-in refrigerators and freezers, in contact with hot food items, with heavy machinery and sharp objects, with exposure to cleaning agents, and in direct contact with students.

FLSA Status: Non-Exempt

Approval Date:



Proposed 2024-2025 Active Classifications w/Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

- 17 Child Nutrition Services Operations Specialist
- 16 Child Nutrition Cafeteria Coordinator
- 10 Child Nutrition Worker II (Cook)
- 7 Child Nutrition Worker

RANGE CLERICAL SUPPORT

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

RANGE COMMUNITY RELATIONS

- 31 Mental Health Clinician
- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 18 After School Program Site Coordinator
- 17 Family Liaison

RANGE FISCAL

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

RANGE HUMAN RESOURCES

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

- 43 School Occupational Therapist
- 29 Music Instructor
- 29 Arts Instructor
- 26 Speech-Language Pathology Assistant
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 12 Paraeducator - Special Education
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 6 Infant Program Assistant
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

RANGE TRANSPORTATION

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.50 AVID Tutors

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section D: Action Items

Approval of Group Reclassification to Paraeducator Special Education (Carroll/Fuentes)

The District and CSEA reviewed the duties of the Paraeducator II, Paraeducator III, and Instructional Assistant – Special Education (SH) positions and determined they are performing work aligned with the Paraeducator – Special Education classification, which is assigned to a higher salary range.

Both parties agreed to reclassify these positions as follows:

- Paraeducator II from Range 6 to Paraeducator - Special Education Range 12
- Paraeducator III from Range 7 to Paraeducator - Special Education Range 12
- Instructional Assistant – Special Education (SH) from Range 7 to Paraeducator - Special Education Range 12
- *Total affected employees: 75*

Personnel Commission staff reviewed and support the reclassification. CSEA included a specific provision in the agreement and concurred with the District. The Personnel Commission approved this group reclassification at their meeting on March 13, 2025.

FISCAL IMPACT:

The total fiscal impact is \$329,951.00 and will be paid from Special Education Funds.

RECOMMENDATION:

The Assistant Superintendent of Human Resources and the Director of Classified Human Resources recommend that the Board of Trustees approve the group reclassifications.

ADDITIONAL MATERIALS:

Attached: [Proposed CSEA 24-25 Salary Schedule 4.2.25 \(1 page\)](#)



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- 13 Human Resources Assistant

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- 13 Cover Bus Driver/Office Assistant
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RANGE OTHER

- 1 Campus Assistant

RANGE EXEMPT

- \$16.50 AVID Tutors

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: April 02, 2025

Agenda Section: Section D: Action Items

Approval of Expanded Learning Opportunities Program Plan 2025-2028 (Fox/Shea)

The Expanded Learning Opportunities Program (ELOP) funding requires Oxnard School District to provide out-of-school time activities for students in TK-6th grade. ELOP requires a board-approved plan for program operations every three years. The plan outlines program operations through the 12 Quality Standards for After School Programs: safe and supportive environment; active and engaged learning; skill building; youth voice and leadership; healthy choices and behaviors; diversity access and equity; quality staff; clear vision, mission, and purpose; collaborative partnership; continuous quality improvement; program management; and sustainability.

ELOP requires before-school, after-school, summer, and intersession to be provided for Oxnard School District families. ELOP focuses on supporting the whole child by developing students' academic, social, emotional, and physical needs and interests through engaging, hands-on learning experiences and developing the traits of the OSD Student Profile.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approve the Expanded Learning Opportunities Program Plan 2025-2028, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD ELOP Program Plan 2025 \(39 pgs.\)](#)

[ELOP Program Plan Presentation 2025 REVISED \(21 pgs.\)](#)

Expanded Learning Opportunities Program Plan Guide

Prepared by:
Expanded Learning Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



Oxnard School District Expanded Learning Opportunities Program (ELOP) Plan 2025-2028 Board Meeting: April 2, 2025

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

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

November 2024

Local Educational Agencies and Expanded Learning Opportunities Program Plan Sites

Local Educational Agency (LEA) Name: Oxnard School District

Contact Name: Dr. Ana DeGenna

Contact Email: adegenna@oxnardsd.org

Contact Title: Superintendent

Contact Phone: 805-385-1501

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

1. Cesar E. Chavez Elementary
2. Christa McAuliffe Elementary
3. Curren Elementary
4. Dr. Manuel M. Lopez Academy
5. Driffill Elementary
6. Elm Street Elementary
7. Emily Ritchen Elementary
8. Fremont Academy of Environmental Science and Innovative Design
9. Harrington Elementary
10. Juan Lagunas Soria
11. Kamala Elementary
12. Lemonwood Elementary
13. Marina West Elementary
14. McKinna Elementary
15. Norman R. Brekke Elementary
16. R. J. Frank Academy of Marine Science & Engineering
17. Ramona Elementary
18. Rose Ave. Elementary
19. Sierra Linda
20. Thurgood Marshall Elementary

2.

3.

4.

5.

6.

7.

8.

Governing Board Approval Date: March 2022

Review/Revision Date: March 2025

Review/Revision Date:

Purpose

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

Definitions

“Expanded learning”:

Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

“Expanded Learning Opportunities”:

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

Expanded Learning is currently funded through After School Education and Safety (ASES), 21st Century Community Learning Center (CCLC), and ELO-P.

Educational Element:

An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Activities may also include hiring literacy coaches, high-dosage tutors, school counselors, and instructional day teachers and aides to assist pupils as part of the local educational agency's program enrichment activities. (See [EC Section 46120(d)(3)])

Enrichment Element:

These opportunities may include arts, career technical education, recreation, technology, and more. The United States government has provided examples of tools and resources that can support positive youth development. Those tools and resources can be found at <https://youth.gov/youth-topics/positive-youth-development>.

Off-Site Locations:

Off-Site or Non-LEA Sites include a physical location other than a school campus or other facility associated and operated by the LEA.

Plan Instructions

Development/Review of the Plan

Collaborating with Partners

LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include partners in the development and review of the plan.

Quality Programs

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California and introduced requirements for Continuous Quality Improvement (CQI) to help programs reflect on **program goals, program content, and outcome measures**. Additionally, to be intentional about program management practices and activities delivered to students, LEAs should download and reference the Quality Standards to provide ongoing improvements to the program. You can find information about the Quality Standards on the California Department of Education Quality Standards and CQI web page at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>

Completing the Program Plan

To create the program plan, provide a narrative description in response to all of the prompts listed under each Quality Standard (Program Goal) and General Question below. The LEA may customize and include additional prompts, such as describing SEL activities or refining the plan.

In addition to the narrative response, include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. As needed, include attachments as addenda to further illustrate and respond to the prompts.

Due Date, Approval, and Posting of the Plan

Program Plan Due Dates

All LEAs currently operating an ELO-P should have a Program Plan in place. See below for requirements for revising. It is the CDE's guidance that LEAs who receive ELO-P Funding for the first time must adopt a program plan within six months of the first apportionment of funding. The CDE may issue guidance on the development of a program plan (See [EC Section 46120(b)(C)(2)]).

Approving and Posting Program Plans

It is the CDE's guidance that this Program Plan needs to be approved by the LEA's Governing Board in a public meeting and publicly posted on the LEA's website within 30 days of approval.

Revisions/Changes

Reviewing and Revising Program Plans

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates to the law, and to provide continuous improvement in the development of an effective ELO-P.

It is recommended that the plan be reviewed annually. If there are substantive changes to any aspect of this plan it should be updated sooner than the three year timeline.

1—Safe and Supportive Environment

Physical Safety

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not onsite, describe where in the community it will be and how students will be supported to get there. Additionally, describe the elements such as staff training, incident reporting, and maintenance of health records.

Program Location & Student Accessibility

- On-Campus Implementation: The program is available at all 20 schools in the district, ensuring accessibility for students without requiring additional transportation.
- Closed Campus Policy: To maintain a secure environment, campuses remain closed during program hours, with supervised entry and exit.

Creating a Safe and Supportive Environment

- Staff Training: Program staff receive training in CHAMPS classroom management and the Search Institute Relationship Framework to foster positive student relationships.
- Social-Emotional Learning (SEL): Staff and counselors conduct SEL lessons to help students develop emotional intelligence, resilience, and social awareness.
- Physical & Mental Well-being: The program integrates a "Fun for All" philosophy, incorporating non-competitive physical activities using the SPARK curriculum to promote fitness and inclusivity.

Safety Measures & Incident Reporting

- Emergency Preparedness: Staff undergo CPR and first-aid training and are prepared to administer EpiPens when necessary.
- Emergency Drills: The program conducts fire, earthquake, and intruder drills

regularly in collaboration with school administration.

- Incident Documentation: Any injuries or safety incidents are thoroughly documented, including witness statements, and reported to families and district personnel immediately.
- Daily Student Attendance & Sign-Out Procedures: Staff track attendance, and students must be signed out by an authorized guardian with verified identification.

Supervision & Communication

- Site Coordinators & Staff Identification:
 - o All staff wear badges and uniforms for easy recognition.
 - o Visitors must enter through the main office and obtain a visitor badge before accessing the campus.
- Radio Communication: Staff are equipped with hand radios for efficient communication across the campus.

Health Records & Compliance

- Health & Safety Regulations: The program aligns with district policies, requiring volunteers and staff to complete fingerprinting and TB testing before participating.
- Medical Support: Health records are maintained to ensure students with medical needs receive proper care.

Emotionally Safe & Supportive

Describe how the program provides an emotionally safe and supportive environment for students. This may include how the program incorporates social emotional learning.

The Expanded Learning Opportunities Program (ELOP) in the Oxnard School District ensures an emotionally safe and supportive environment by incorporating Social-Emotional Learning (SEL) and prioritizing student well-being. The program is supported by five dedicated ELOP counselors, who provide SEL lessons, emotional support, and conflict resolution strategies, helping students develop self-awareness, resilience, and positive relationships. Additionally, the district partners with SALUS, a company founded by retired police officers, to provide safety training for staff, including lockdown drills, ensuring a secure and prepared campus environment.

To further support student health and wellness, ELOP consults with district nurses to oversee student health needs, ensuring a safe and responsive approach to medical concerns. Paraeducators are available to support students with disabilities or specific health needs, providing individualized assistance to ensure every child has access to the program's opportunities. The program also collaborates with school site

administration, counselors, and psychologists to address the diverse needs of students. Additionally, licensed clinicians work directly with students, offering specialized mental health support as needed.

Staff receive comprehensive training in recognizing suicidal ideation, bullying prevention, de-escalation techniques, student engagement strategies, first aid and CPR, lockdown procedures, equity and LGBTQ+ inclusion, mandated reporting, harassment prevention, and workplace violence intervention. Staff are also trained in CHAMPS classroom management and the Search Institute Relationship Framework, fostering positive student-staff relationships that create a sense of trust and belonging. The program implements Positive Behavioral Interventions and Supports (PBIS) to encourage respectful interactions and emotional regulation. Through structured activities, clear safety protocols, and a team of trained professionals, ELOP provides students with an environment where they feel emotionally secure, supported, and empowered to thrive.

2—Active and Engaged Learning

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

The Expanded Learning Opportunities Program (ELOP) in the Oxnard School District provides students with active and engaged learning experiences that supplement, but do not duplicate, the instructional day. The program incorporates hands-on, experiential learning activities designed to enhance critical thinking, creativity, collaboration, and communication skills. Students participate in a variety of enrichment activities, including STEAM (Science, Technology, Engineering, Arts, and Math), literacy development, math games, physical education, and nutrition education. These activities are intentionally structured to build upon concepts learned during the school day in an engaging and interactive way.

The program also offers special enrichment activities focused on student interests, such as dance, music, theater, engineering, and visual arts, fostering creativity and self-expression. Students are provided with opportunities to explore leadership roles, work collaboratively on projects, and engage in inquiry-based learning, which encourages problem-solving and deeper understanding of real-world applications. Field trips, community events, and sports activities further extend learning by providing students with real-world experiences that promote teamwork, physical activity, and civic engagement. These events may include theater performances, college visits, sporting events, and community service projects, allowing students to connect with their broader community and explore potential career pathways.

Additionally, students have dedicated homework support time, allowing them to work on assignments in a structured, quiet environment with guidance from trained staff. This ensures they receive academic support without duplicating classroom instruction. The program also incorporates Social-Emotional Learning (SEL) through relationship-building activities, team-based projects, and structured play, helping students develop emotional intelligence and interpersonal skills.

By integrating enrichment, exploration, hands-on learning opportunities, community engagement, and sports, along with homework support, ELOP ensures that students remain actively engaged beyond the school day, fostering a love for learning while supporting their academic, social, and emotional development.

3—Skill Building

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

Academic Skill Development

- Students build literacy and math skills through hands-on activities such as reading, writing projects, math games, and problem-solving exercises.
- Homework support is provided daily, allowing students to practice and reinforce skills learned during the school day.
- STEAM (Science, Technology, Engineering, Arts, and Math) activities engage students in inquiry-based learning, fostering curiosity and critical thinking.
- English Learners (ELs) develop academic language and vocabulary through art projects and structured discussions.

Social-Emotional and Interpersonal Skills

- Students participate in Social-Emotional Learning (SEL) lessons, helping them build skills in self-awareness, emotional regulation, and conflict resolution.
- Counselors provide coaching and mentoring, reinforcing decision-making and relationship-building skills.
- Group activities encourage students to collaborate, communicate effectively, and develop leadership abilities.

Problem-Solving and Critical Thinking

- The program emphasizes experience-based learning, where students apply problem-solving strategies to real-world situations.
- Activities are designed to develop creativity, communication, and teamwork, essential for both academic and personal growth.
- Students engage in STEM challenges, project-based learning, and interactive games that enhance logical reasoning and adaptability.

Career Exploration and Practical Skills

- Enrichment activities expose students to various career paths, helping them develop foundational skills for future success.

- The summer program provides immersive experiences in writing, STEAM, and field trips, allowing students to connect learning with real-world applications.
- Students gain exposure to college readiness skills, including goal-setting, time management, and academic planning.

Physical and Wellness Skills

- Daily physical education and recreation activities promote teamwork, coordination, and healthy lifestyle habits.
- Students engage in nutritional education, learning about healthy eating choices and meal preparation.

Personalized Skill Development

- Teacher liaisons and counselors analyze academic and social-emotional data to tailor skill-building activities to individual student needs.
- Specialized interventions support students with disabilities, English Learners, and those needing additional academic reinforcement.

Through structured lessons, hands-on experiences, and personalized support, the ELO-P ensures students develop the critical skills needed for academic success, personal growth, and future career readiness.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership. Consider and describe what opportunities youth have to lead activities or provide mentorship within the program. Address how youth are included in program quality assessment and improvement.

The Expanded Learning Opportunities Program (ELO-P) is dedicated to empowering students through leadership opportunities, mentorship roles, and active participation in program development. Students are encouraged to take ownership of their learning environment, engage in meaningful leadership experiences, and contribute to the continuous improvement of the program.

Student Leadership Opportunities

- Activity Leadership – Older students take on leadership roles by organizing and leading Fun Friday activities, recreation sessions, and group discussions.
- Peer Mentorship – Students mentor younger peers in academic support, social-emotional development, and enrichment activities, fostering a culture of collaboration and guidance.
- Leadership Clubs – Students participate in leadership organizations that provide structured opportunities for growth, including:

- o Superintendent Fellows
- o Principal Fellows
- o Student Leaders
- o WEB (Where Everybody Belongs)
- o Friday Night Live
- o Associated Student Body (ASB)
- o Yearbook Club
- o School Beautification Committee

These clubs encourage student-led projects, school engagement, and community involvement by giving students a platform to voice their ideas and lead initiatives that impact their school environment.

- Service Learning Projects – Students identify social issues and develop action plans to address them, implementing projects focused on environmental awareness, social justice, and school improvements.

Incorporating Student Voice in Program Design and Improvement

- Student Surveys & Feedback – Regular surveys allow students to suggest new activities, request program changes, and provide feedback on existing offerings.
- Youth Advisory Committees – Students participate in program decision-making meetings where they discuss ways to improve the expanded learning environment.
- Quality Assessment Involvement – Students engage in program evaluation through:
 - o Focus groups to discuss program effectiveness.
 - o Self-assessments reflecting on their leadership growth and learning experiences.
 - o Collaborating with staff to implement improvements based on student needs and preferences.

Developing Future Leaders

- Public Speaking and Advocacy – Students develop confidence through public speaking opportunities, advocacy presentations, and project showcases that allow them to articulate their ideas and inspire change.
- Speech Competitions – Students participate in structured speech and debate competitions, strengthening their communication skills, critical thinking, and ability to

present persuasive arguments.

- Career Exploration and Leadership Development – Students gain insight into leadership roles and career paths through workshops, guest speakers, and field trips.

By empowering students with leadership roles, mentorship opportunities, and decision-making power, ELO-P ensures that students are active contributors to their learning environment, fostering confidence, responsibility, and a sense of ownership in their education.

5—Healthy Choices and Behaviors

Explain how the program will provide opportunities for students to engage in healthy choices and behaviors. Include the plan to provide nutritious meals and snacks and how opportunities for physical activity will be provided.

The Expanded Learning Opportunities Program (ELO-P) is committed to promoting student health and well-being by incorporating nutrition education, physical activity, and social-emotional wellness into daily programming. The program fosters lifelong healthy habits by providing nutritious meals, structured fitness activities, and lessons on making positive lifestyle choices.

Nutrition and Healthy Eating

- Nutritious Meals and Snacks – The Child Nutrition Services Department provides meals that comply with USDA guidelines, ensuring students receive balanced, nutritious options during ELO-P hours.
- Supper Program – During the school year, the afterschool program provides a daily supper meal to all participating students.
- Expanded Meal Service for Camps – During non-school days, such as spring and summer camps, students are provided with breakfast, lunch, and supper, ensuring they have access to nutritious meals throughout the day.
- Adequate Meal Time – Students are given sufficient time to eat and enjoy their meals, ensuring they develop healthy eating habits and do not feel rushed.
- Hydration Access – Water stations and bottle refill stations are located in each school's cafeteria to encourage proper hydration.
- Healthy Eating Education – Students participate in nutrition-focused lessons such as:
 - o ReThink Your Drink (reducing sugar intake)
 - o Fun and Healthy Snacking (making better snack choices)
 - o Balanced Meals (learning about portion sizes and food groups)

o Hands-on cooking activities to teach students how to prepare simple, nutritious meals.

- Staff Modeling Healthy Behaviors – Program staff are encouraged to demonstrate healthy eating habits and engage in discussions about making smart food choices.

Physical Activity and Fitness

- Daily Physical Activity – Students engage in at least 30 minutes of structured physical activity daily, ensuring they stay active and develop fitness habits.
- SPARK Curriculum for After School – The program utilizes SPARK (Sports, Play, and Active Recreation for Kids) to provide fun, engaging, and developmentally appropriate physical activities.
- Fun for All Program – This non-competitive sports model ensures all students can participate in physical activities regardless of skill level.
- Organized Recreational Games – Students take part in structured games such as soccer, basketball, relay races, and dance, encouraging teamwork, coordination, and fitness.
- Mindfulness and Movement – Activities like yoga, stretching, and breathing exercises support mental and physical well-being, helping students manage stress and build focus.
- Outdoor Play and Free Movement – In addition to structured activities, students are provided with opportunities for free play to explore movement in a way that suits their interests.

Social-Emotional and Wellness Development

- SEL Integration – The program incorporates social-emotional learning (SEL) to help students make positive choices, build resilience, and develop self-care habits.
- Counselor-Led Workshops – Students participate in guided discussions on topics such as stress management, healthy relationships, and self-confidence.
- Bullying Prevention and Positive Interactions – Lessons on respect, kindness, and digital safety promote positive peer relationships and healthy social behaviors.

Commitment to a Healthy Lifestyle

The ELO-P ensures that all students have access to healthy meals, engaging physical activities, and opportunities to develop lifelong wellness habits. By integrating nutrition education, fitness, and social-emotional learning, the program fosters a holistic approach to health and well-being, empowering students to make informed and healthy choices for their future.

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Include how the ELO-P will provide access for students with disabilities.

The Expanded Learning Opportunities Program (ELO-P) is designed to ensure that all students, regardless of background, language, or ability, have equitable access to enriching learning experiences. The program fosters cultural inclusivity, linguistic diversity, and accessibility by intentionally structuring activities, staff training, and student support systems to reflect the diverse needs of the community.

Cultural and Linguistic Diversity

- **Culturally Responsive Programming** – Activities incorporate multicultural themes, literature, art, and history, allowing students to see themselves reflected in the curriculum and learn about different cultures.
- **Bilingual and Multilingual Support** – The program recruits bilingual staff to assist English Learners (ELs), ensuring language is not a barrier to participation. Activities are structured to support English development while valuing students' home languages.
- **Diverse Representation in Staff and Materials** – Staff recruitment prioritizes individuals who reflect the cultural and linguistic diversity of the community, and learning materials include diverse perspectives and voices.
- **Student-Led Cultural Events** – Students have opportunities to celebrate and share their heritage through cultural showcases, international festivals, and storytelling activities that highlight traditions, languages, and histories.

Equity in Access to Opportunities

- **Priority Enrollment for Underserved Students** – Foster youth, homeless students, low-income students, and ELs receive priority placement to ensure access to expanded learning programs.
- **No-Cost Participation** – The program is free of charge, eliminating financial barriers that might prevent students from participating.
- **Flexible Scheduling** – The program offers a variety of enrichment options, allowing students with different needs, interests, and availability to engage meaningfully.

Inclusion and Accessibility for Students with Disabilities

- **Individualized Support Plans** – The program works closely with school-day teams, including special education teachers and support staff, to ensure students with disabilities have the necessary accommodations and modifications.
- **Specialized Staff Training** – Staff receive training in inclusive practices, differentiated instruction, and behavior support strategies to effectively serve students with disabilities.

- **Adaptive Materials and Equipment** – The program provides sensory-friendly resources, assistive technology, and modified activities to support students with varying needs.
- **Paraprofessional Support** – Paraprofessional support is available upon consultation to assist students who require individualized accommodations.
- **Accessible Facilities** – Program locations comply with ADA requirements, ensuring physical accessibility for all students.

Fostering an Inclusive and Equitable Learning Environment

- **Equity-Focused Training for Staff** – Staff participate in professional development on cultural competence, implicit bias, and inclusive teaching strategies.
- **Student Voice in Program Development** – Students provide input on programming through surveys, leadership clubs, and advisory groups, ensuring activities align with their diverse backgrounds and interests.
- **Community and Family Engagement** – Families are invited to multilingual workshops, parent advisory meetings, and cultural events, fostering a school-community partnership that values all voices and perspectives.

Commitment to Diversity, Access, and Equity

ELO-P is dedicated to ensuring all students, including English Learners, students with disabilities, and those from diverse cultural backgrounds, have access to high-quality, inclusive, and equitable expanded learning opportunities. Through intentional programming, specialized support, and a commitment to cultural awareness, the program provides a safe and welcoming space where all students can thrive, learn, and celebrate their identities.

7—Quality Staff

Staff Engagement

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

The Expanded Learning Opportunities Program (ELO-P) prioritizes high-quality staffing to ensure students receive meaningful engagement, guidance, and support from qualified, well-trained, and dedicated professionals. The program recruits, trains, and retains staff who create a positive, enriching, and safe learning environment for all students.

Recruitment and Hiring of Quality Staff

- **Active Recruitment** – The program continuously seeks passionate and skilled professionals through partnerships with local colleges, career academies, and community organizations.

- **Para-Educator Qualified Staff** – All staff meet Para-Educator qualifications as outlined by Education Code requirements.
- **Diverse and Culturally Representative Hiring** – The program actively recruits staff who reflect the linguistic and cultural diversity of the students they serve.
- **Volunteer and Internship Opportunities** – High school and college students interested in education and youth development are encouraged to volunteer or intern, creating a pathway to future employment in the program.

Comprehensive Staff Training and Professional Development

- **Teachers on Special Assignment (TOSAs)** – TOSAs provide specialized training and ongoing professional development for ELO-P staff, ensuring they are equipped with the necessary skills to support students effectively. TOSAs work directly with program staff to offer coaching, curriculum guidance, and instructional support.
- **Ongoing Training** – Staff participate in monthly professional development sessions to enhance skills in classroom management, student engagement, social-emotional learning, and instructional strategies.
- **First Aid and CPR Certification** – All ELO-P staff are trained in First Aid and CPR, ensuring they can respond to student health and safety needs.
- **Classroom Management and Behavior Support** – Staff receive training in Positive Behavioral Interventions and Supports (PBIS) to foster a structured, supportive learning environment.
- **Mentorship and Coaching** – Site coordinators, teacher liaisons, and lead staff mentor and support frontline staff, ensuring high-quality student interactions and instructional delivery.

Opportunities for Student Engagement with Quality Staff

- **Low Student-to-Staff Ratios** – Maintaining small group sizes ensures that students receive individualized attention and can build meaningful relationships with staff.
- **Credentialed Teacher Support** – Regular day teachers act as liaisons, assisting with academic support, curriculum planning, and staff coaching.
- **Specialized Enrichment Instructors** – The program partners with community experts in areas such as STEM, arts, music, and physical education to provide students with high-quality enrichment experiences.
- **Consistent Staff Presence** – Staff members build strong relationships with students through daily interactions, creating a safe, welcoming, and engaging after-school environment.

Commitment to Staff Excellence and Continuous Improvement

- Collaboration with School-Day Staff – ELO-P staff work closely with school administrators and teachers to align afterschool activities with students' academic and social-emotional needs.
- Feedback and Evaluation – Staff regularly reflect on their practices, participate in performance reviews, and receive feedback to continuously enhance program quality.
- Career Growth Opportunities – The program provides pathways for professional advancement, encouraging staff to pursue leadership roles within ELO-P.

Through rigorous training, intentional hiring, and a commitment to professional growth, ELO-P ensures that students engage with high-quality staff who foster a supportive and enriching learning environment.

Minimum Staff Qualifications

What are the minimum qualifications of an instructional aide pursuant to the policies of the LEA? Describe the process for health and safety screening for staff. Describe how your program will maintain minimum staffing ratios. (See [EC Section 46120(b)(2)(D)]).

The Expanded Learning Opportunities Program (ELO-P) ensures that all staff meet the required qualifications and safety standards to provide a safe, structured, and high-quality learning environment for students.

Minimum Qualifications for Instructional Aides

- All instructional aides must meet Para-Educator qualifications as required by the Local Educational Agency (LEA) and Education Code Section 46120(b)(2)(D).
- Staff must meet one or more of the following requirements:
 - o Completion of 48 semester units of college coursework from an accredited institution.
 - o An Associate's Degree (or higher).
 - o Successful passage of a district-approved instructional aide assessment demonstrating competency in reading, writing, and mathematics.
- Bilingual aides are highly encouraged and preferred to support English Learners (ELs).

Health and Safety Screening for Staff

To ensure a safe and secure environment, all staff members undergo a comprehensive health and safety screening process, which includes:

- Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background Checks – All employees must pass criminal background clearance before

working with students.

- Tuberculosis (TB) Screening – Staff members are required to undergo TB risk assessments and testing as mandated by the LEA.
- First Aid and CPR Certification – All staff receive First Aid and CPR training, ensuring they are prepared to handle student health and safety needs.
- Mandatory Reporter Training – Staff complete training on child abuse prevention and mandatory reporting laws, ensuring student safety and well-being.

Maintaining Minimum Staffing Ratios

The program adheres to state-mandated student-to-staff ratios to ensure adequate supervision and quality engagement:

- Grades TK-K: 1 staff member per 10 students.
- Grades 1-8: 1 staff member per 20 students.
- Special Considerations for Students with Disabilities: Additional paraprofessional support is available upon consultation to meet student needs.

Commitment to Staffing Excellence

To maintain a high-quality staff, ELO-P ensures:

- Continuous Recruitment and Hiring – The program actively recruits qualified candidates through partnerships with local colleges, career academies, and school districts.
- Ongoing Professional Development – Staff participate in monthly training sessions to enhance classroom management, instructional strategies, and student engagement techniques.
- Retention Strategies – The program prioritizes competitive pay, professional growth opportunities, and a supportive work environment to retain skilled staff.

By maintaining rigorous hiring standards, safety protocols, and appropriate staffing ratios, ELO-P ensures that students receive high-quality support, supervision, and instruction in a safe and enriching learning environment.

Staff Development

Describe your staff training and development plan. Include the tools and resources offered to staff to provide them with the competencies needed to engage and enrich students. LEAs operating ASES, 21st CCLC, and/or the ELO Program, may close program to offer up to 3 days of staff development. This activity is allowable during the instructional days or the nonschooldays. (See [EC Section 46120(b)(8)]).

The Expanded Learning Opportunities Program (ELO-P) is committed to equipping

staff with the skills, knowledge, and resources necessary to engage and enrich students effectively. Through comprehensive training, coaching, and professional development opportunities, staff are empowered to provide high-quality expanded learning experiences.

Comprehensive Staff Training Plan

- Pre-Service Training – All staff participate in onboarding training before beginning their roles to ensure they understand program expectations, student engagement strategies, and safety protocols.
- Ongoing Professional Development – Staff receive monthly training sessions focused on key areas such as:
 - o Classroom management and student behavior support
 - o Social-emotional learning (SEL) strategies
 - o Academic enrichment and instructional best practices
 - o Equity, inclusion, and culturally responsive teaching
 - o Conflict resolution and student relationship building

Tools and Resources for Staff Development

- Teachers on Special Assignment (TOSAs) – Dedicated TOSAs work directly with ELO-P staff, providing training, coaching, and instructional support to improve student engagement and enrichment activities.
- Site Coordinator and Peer Coaching – Staff receive mentorship and on-the-job coaching from experienced site coordinators and lead staff.
- Collaborative Learning Communities – Staff participate in professional learning communities (PLCs) where they share best practices and problem-solve challenges.
- Access to Digital Learning Tools – Staff are provided with curriculum resources, lesson plans, and technology-based instructional materials to enhance student learning.

Staff Development Days

- Per EC Section 46120(b)(8), the ELO-P program may close for up to three days per year for staff training and development. These days allow for in-depth professional learning, hands-on workshops, and team-building activities.
- Training days are scheduled on instructional or non-school days to minimize disruption to student learning while maximizing staff preparedness.

Commitment to Staff Growth and Excellence

- Ongoing Feedback and Evaluation – Staff receive regular feedback and performance assessments to support professional growth.
- Pathways for Advancement – The program encourages staff to pursue leadership roles within ELO-P by offering career growth opportunities and additional certifications.
- Engagement in Continuous Quality Improvement (CQI) – Staff participate in self-assessments and program evaluations to ensure that professional development aligns with student needs.

By investing in ongoing training, mentorship, and structured professional development, ELO-P ensures that staff are well-prepared, highly skilled, and continually improving, leading to better student outcomes and a high-quality expanded learning environment.

8—Clear Vision, Mission, and Purpose

Explain the program’s clear vision, mission, and purpose.

Vision

CHANGING THE WORLD!

Nurturing inspired, accomplished, multilingual global citizens through enriched learning experiences in school and beyond.

Mission

the Expanded Learning Opportunity Program will support the Oxnard School District mission to champion students development of twenty-first century skills through activities which promote communication, collaboration, critical thinking and creativity, supporting the development towards the specific strand of each site.

Purpose and Goals

The purpose of ELO-P is to expand learning beyond the instructional day by offering structured, student-centered programs that:

1. Align with the regular day
2. Academic focus on writing applications, reading comprehension, algebra functions and geometry.
3. Provide enrichment and physical activities
4. Develop a connection to the community.

Through intentional programming, strong partnerships, and a commitment to student success, ELO-P provides transformative learning experiences that equip students with the skills, knowledge, and confidence to thrive academically and

personally.

9—Collaborative Partnerships

Students and Families

Describe how students and families were involved in the creation of the program plan and how they are engaged throughout the year.

The Expanded Learning Opportunities Program (ELO-P) actively engages students and families in the planning, development, and continuous improvement of the program to ensure it meets the needs and interests of the community.

Student and Family Involvement in Program Planning

- **Surveys and Feedback Forms** – Families and students complete surveys throughout the year to share preferences, interests, and suggestions for program activities and services.
- **Family Advisory Committees** – Parents and guardians participate in ELO-P advisory groups to provide insight and recommendations on program structure, activities, and accessibility.
- **Student Leadership and Voice** – Students contribute through leadership councils, youth advisory groups, and focus groups to ensure that activities reflect their learning needs and interests.

Ongoing Engagement Throughout the Year

- **Family Engagement Events** – The program hosts family nights, cultural celebrations, and informational workshops to strengthen school-home-community connections.
- **Regular Communication** – Updates about ELO-P are provided via ParentSquare, emails, newsletters, and social media to keep families informed and engaged.
- **Student Showcases** – Students have opportunities to present their projects, performances, and accomplishments to families, celebrating their learning experiences.

Commitment to Meaningful Collaboration

By actively engaging students and families in program planning and continuous improvement, ELO-P fosters a supportive, inclusive, and responsive learning environment that reflects the diverse needs and interests of the community.

Community Based Organizations and other Non-LEA Partners

Describe how the LEA engaged Community Based Organizations and other non-

LEA partners to design the program plan and how they will be included in the administration/implementation of the program. Include how ELO-P will be coordinated with other initiatives such as Community Schools, Multi-Tiered Systems of Support.

Community-Based Organizations and Non-LEA Partners in ELO-P

The Expanded Learning Opportunities Program (ELO-P) collaborates with Community-Based Organizations (CBOs) and other non-LEA partners to enhance program offerings, ensure student access to diverse enrichment opportunities, and support student well-being. These partnerships are integral to program design, administration, and implementation, ensuring that ELO-P provides high-quality, community-connected learning experiences.

Engagement in Program Planning and Design

The Local Educational Agency (LEA) actively collaborates with CBOs and non-LEA partners to:

- Assess community needs and student interests through stakeholder meetings, surveys, and advisory committees.
- Co-design enrichment programs that align with student interests, school goals, and family input.
- Leverage expertise from partner organizations to bring specialized programming in STEM, arts, music, sports, leadership development, and social-emotional learning (SEL).

Role of CBOs and Partners in Program Implementation

ELO-P works with trusted community organizations and non-profit partners to:

- Provide high-quality enrichment experiences such as performing arts, robotics, coding, and environmental education.
- Support mentorship, career exploration, and leadership development through community engagement initiatives.
- Offer social-emotional and mental health resources to ensure holistic student support.
- Deliver family engagement workshops to strengthen school-community relationships.

Coordination with Other Initiatives

ELO-P is integrated with broader district initiatives to maximize student support and program effectiveness:

- Community Schools – Partnering with local agencies, businesses, and

organizations to provide wraparound services, including health, counseling, and extended learning opportunities.

- Multi-Tiered System of Support (MTSS) – Aligning ELO-P services with tiered academic and behavioral interventions to address diverse student needs.
- Social-Emotional Learning (SEL) and Mental Health Initiatives – Collaborating with counseling services to support student well-being.

Commitment to Community Collaboration

ELO-P prioritizes strong community partnerships to ensure that students receive:

- Expanded access to high-quality enrichment.
- Support for academic and personal development.
- Connections to local resources, mentors, and future career pathways.

Through intentional collaboration with CBOs, non-LEA partners, and community schools, ELO-P creates a robust, student-centered expanded learning experience that fosters academic success, personal growth, and community engagement.

10—Continuous Quality Improvement

Describe the collection and use of student social, behavioral, or skill development data to support CQI, to engage in reflection and be intentional about program management practices and activities delivered to students. Data outcomes may relate to specific social-emotional competencies, including, but not necessarily limited to, social skills, self-control, academic mindset, perseverance, conflict resolution, and school connectedness. More information on CQI can be found on the CDE Quality Standards and CQI web page, as previously provided.

The Expanded Learning Opportunities Program (ELO-P) is committed to continuous quality improvement (CQI) through data-driven decision-making, ongoing reflection, and intentional program adjustments. The program collects and analyzes student social, behavioral, and skill development data to enhance program effectiveness and ensure that students receive meaningful and impactful learning experiences.

Data Collection and Analysis

ELO-P gathers a variety of data points to assess student progress and program effectiveness:

- Social-Emotional Development: Evaluating students' social skills, self-control, conflict resolution abilities, and school connectedness.
- Behavioral Growth: Monitoring attendance, participation, and engagement levels to identify areas of needed support.
- Skill Development: Assessing academic support effectiveness, leadership

growth, and problem-solving abilities through hands-on activities and student projects.

Use of Data for Program Improvement

- **Reflection and Review:** Staff and program leaders regularly analyze collected data to identify strengths and areas for growth.
- **Student and Family Feedback:** Surveys and focus groups gather input from students and families to ensure the program meets their needs and expectations.
- **Staff Training Adjustments:** Insights from data guide professional development topics to better equip staff in supporting student learning and behavior.
- **Program Modifications:** Adjustments are made based on data to improve activity offerings, student engagement strategies, and social-emotional learning support.

Alignment with CDE Quality Standards

The CQI process aligns with California Department of Education (CDE) Quality Standards, ensuring that ELO-P maintains high standards for student growth, equity, and engagement. Additional CQI guidance and resources are reviewed through the CDE's CQI web page to continuously enhance program delivery.

By maintaining a structured, data-driven improvement cycle, ELO-P ensures ongoing program enhancements that support student success in social, behavioral, and skill development.

11—Program Management

Policies and Procedures

Include as an addendum (or hyperlink) any approved program policies, procedures, or manuals. This should include documentation and record-keeping practices, including enrollment/registration, attendance tracking, etc.

The Expanded Learning Opportunities Program (ELO-P) follows established policies and procedures to ensure efficient program administration, compliance, and student safety. These procedures guide enrollment, attendance tracking, documentation, and overall program operations.

Key Policies and Procedures

- **Enrollment and Registration:**
 - o Families complete an enrollment application through the district's approved process.
 - o Priority is given to foster youth, homeless students, English Learners, and low-income families to ensure equitable access.

- o Parents/guardians receive an orientation outlining program expectations and policies.
- Attendance Tracking and Record-Keeping:
 - o Daily attendance is recorded by staff to monitor student participation.
 - o Attendance records are maintained electronically for state compliance and reporting purposes.
 - o Parents/guardians must sign out students at the end of the day, ensuring a structured and secure dismissal process.
- Program Safety and Compliance:
 - o All staff undergo background checks, TB screenings, and CPR/First Aid training to ensure student safety.
 - o Emergency procedures, including fire drills, lockdowns, and earthquake drills, are conducted regularly.
 - o Staff follow Positive Behavioral Interventions and Supports (PBIS) strategies to maintain a safe and inclusive environment.
- Documentation and Reporting:
 - o The program maintains accurate records of student participation, progress, and program evaluations.
 - o Reports are submitted to meet state and district requirements for funding and accountability.
 - o Stakeholder feedback is collected through surveys and advisory meetings to support continuous improvement.

Budget

Provide your budget for the program including cost-share items. The LEA is required to ensure all costs charged to the program are reasonable, necessary, and allowable in accordance with applicable statutes, regulations, and program plans for the Expanded Learning Opportunities Program³. How does this budget reflect the needs of students and families within the community?

The Expanded Learning Opportunities Program (ELO-P) budget is structured to ensure that all costs are reasonable, necessary, and aligned with applicable statutes, regulations, and program goals. The budget is designed to reflect the needs of students and families within the community by prioritizing high-quality programming, equitable access, and sustainability.

Budget Allocation Categories

1. Staffing and Personnel Costs

Salaries and benefits for site coordinators, instructional aides, teachers on special assignment (TOSAs), support staff, administration.

Professional development and training to ensure high-quality instruction and student engagement.

Background checks, health screenings, and compliance measures for all staff.

2. Program Supplies and Materials

Academic resources for homework support, literacy, and STEAM enrichment.

Art supplies, musical instruments, sports equipment, and technology to enhance student learning experiences.

Social-emotional learning (SEL) curriculum materials to support student development.

3. Student Enrichment and Engagement

Partnerships with community-based organizations to provide specialized programs (e.g., robotics, performing arts, environmental education).

Field trips and guest speakers to connect learning to real-world experiences.

Leadership development activities and student-led projects.

4. Meals and Nutrition Support

Daily supper program during the school year.

Breakfast, lunch, and supper provided for students during spring and summer camps.

5. Facilities and Operations

Utilities, custodial services, and site maintenance to ensure safe and accessible learning environments.

Transportation for students participating in off-site learning experiences.

Purchase or lease of additional learning spaces if necessary to accommodate program expansion.

6. Administrative and Compliance Costs

Data tracking and reporting for program effectiveness and accountability.

Stakeholder engagement initiatives, including family outreach and advisory

meetings.

Continuous Quality Improvement (CQI) processes to evaluate program impact.

Alignment with Community Needs

The ELO-P budget reflects the needs of students and families by:

- Providing free, equitable access to expanded learning opportunities for all students, especially foster youth, English Learners, students with disabilities, and low-income families.
- Prioritizing student-centered enrichment programs that support academic achievement, social-emotional growth, and career exploration.
- Ensuring sustainability by strategically allocating funds to maintain high-quality programming while maximizing cost-sharing partnerships with community organizations.

Future Budget Planning

The 2025-2026 budget is currently being developed and will be finalized upon completion. The budgeting process will continue to focus on student needs, program sustainability, and compliance with state funding regulations.

By maintaining fiscal responsibility and aligning expenditures with student needs, ELO-P ensures that funds are effectively used to provide meaningful, engaging, and impactful learning experiences for all participants.

Provide a detailed description of how the LEA will ensure the proper implementation of the above requirements.

The Local Educational Agency (LEA) is committed to ensuring the proper implementation of all Expanded Learning Opportunities Program (ELO-P) requirements through structured oversight, continuous monitoring, and stakeholder collaboration. The LEA applies best practices, accountability measures, and quality assurance strategies to ensure that all program components align with state and local expectations.

Oversight and Compliance Monitoring

- Dedicated Administrative Leadership – ELO-P Administrators, Site Coordinators, and Teachers on Special Assignment (TOSAs) oversee program implementation, compliance, and continuous improvement.
- Regular Site Inspections – Routine on-site visits are conducted to ensure that program activities adhere to safety, instructional, and enrichment standards.
- Data Tracking and Reporting – Attendance, student participation, and program outcomes are monitored and documented to maintain compliance with state

regulations and funding requirements.

- Stakeholder Input and Program Adjustments – Feedback from families, students, and staff is gathered through surveys, advisory meetings, and focus groups to guide continuous program enhancements.

Staff Training and Support

- Comprehensive Staff Development – Regular professional development sessions ensure that staff are equipped with the necessary skills to deliver high-quality expanded learning experiences.
- Health and Safety Compliance – All staff complete background checks, TB screenings, CPR/First Aid training, and mandatory reporter training to ensure student safety.
- Program Policy Enforcement – Staff receive ongoing coaching and updates on program policies, behavioral expectations, and best practices to maintain a structured and engaging environment.

Program Quality Assurance

- Alignment with Educational Standards – ELO-P activities are designed to complement the instructional day without duplication, ensuring academic reinforcement, enrichment, and skill development.
- Multi-Tiered System of Support (MTSS) Integration – The program collaborates with school-day personnel to align student support services with social-emotional learning (SEL) and academic interventions.
- Continuous Quality Improvement (CQI) Process – Data-driven evaluations ensure that the program continuously meets student needs, family expectations, and programmatic goals.

Equitable Access and Sustainability

- Priority Enrollment for Underserved Students – Foster youth, English Learners, students with disabilities, and economically disadvantaged students are given priority access to ensure equity and inclusion.
- Fiscal Responsibility – The LEA ensures that all budget expenditures align with state regulations, program priorities, and cost-effectiveness principles.
- Community and CBO Partnerships – ELO-P collaborates with local organizations, businesses, and mentors to provide expanded learning experiences, leadership development, and career exploration opportunities.

Through strong leadership, structured oversight, staff training, and a commitment to continuous improvement, the LEA ensures that ELO-P operates efficiently, equitably, and in alignment with student and community needs.

¹ (California Public Contract Code (CPCC) 20110- 20118; CSAM including but not limited to 101, 405, 410; California Code of Regulations (CCR) Title IV 70; GC 1090; EC 14500-14509; EC 41010-41024)

² (California School Accounting Manual (CSAM) Procedure 905; Education Code (*EC*) 14500-14509; EC 41010-41024; California Government Code (GC) 13401-13407)

³ (*EC* 46120[b][8]; 46120 [d][3]; 46120 [d][8][A-B])

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent programmatic requirements will be adopted for program guidance.

Do you have an ASES Grant? ☒ Yes ☐ No

Do you have a 21st CCLC Grant? ☐ Yes ☒ No

If one or both grants are held, describe how these funding sources will be leveraged with the ELO-P funding to create one comprehensive and universal Expanded Learning Program.

They will be used in partnership to provide a comprehensive program.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (See [EC Section 46120(b)(2)(D)]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally informed to address this younger age group?

Time Monday Tuesday Wednesday Thursday Friday

1:00-1:20 Snack Snack Snack Snack Snack

1:20-1:45 Welcome and SEL Circle Welcome and SEL Circle Welcome and SEL Circle Welcome and SEL Circle Welcome and SEL Circle

1:45-2:00 Homework Help Homework Help Homework Help Homework Help Homework Help

2:00-2:15 Sing/Dance Sing/Dance Sing/Dance Sing/Dance Sing/Dance

2:15-2:30 Read Aloud Review Read Aloud Read Aloud Review Read Aloud Choose Favorite

2:30-2:50 Journal/Writing Journal/Writing Journal/Writing Journal/Writing Art

2:50-3:20 Outdoor/PE Outdoor/PE Outdoor/PE Outdoor/PE Outdoor/PE

3:20-3:40 Quiet Time/Resting Quiet Time/Resting Quiet Time/Resting Quiet Time/Resting Quiet Time/Resting

3:40-4:00 Math Art/Math Journal Math Art/Math Journal Math

4:00-4:15 Sing/Dance Sing/Dance Sing/Dance Sing/Dance Sing/Dance

4:15-4:30 Exploration Exploration Exploration Exploration Board Games

Offer and Provide Access

Describe how your LEA will offer ELO-P to their pupils and families using culturally and linguistically effective/appropriate communication channels. Describe how your LEA will provide access to the ELO-P by describing the enrollment process. Include the distribution of the form, signature process, and how the forms are stored. Will transportation be provided?

The Local Educational Agency (LEA) ensures that the Expanded Learning Opportunities Program (ELO-P) is accessible to all students and families by utilizing culturally and linguistically appropriate communication channels, an equitable enrollment process, and necessary transportation services.

Culturally and Linguistically Inclusive Communication

To effectively inform families about ELO-P, the LEA provides multilingual outreach using:

- District and School Websites – Information is posted in multiple languages for accessibility.
- Printed Materials and Flyers – Program details are distributed in English, Spanish, and other languages spoken in the community.
- School Newsletters and Social Media – Updates are shared via emails, text messages, and social platforms to keep families informed.
- ParentSquare Messaging – The Google Form for enrollment is sent to all families via ParentSquare, ensuring direct and timely communication.
- In-Person and Virtual Meetings – The LEA hosts family information sessions to answer questions and assist with enrollment.
- Direct Outreach – School staff and community liaisons contact families of priority students (English Learners, foster youth, students with disabilities, and economically disadvantaged students) to ensure equitable access.

Enrollment Process

The ELO-P enrollment process is designed to be simple, inclusive, and widely accessible:

1. Google Forms for Enrollment – Families register students using a Google Form sent through ParentSquare, which serves as their official online signature.

2. App Development for Future Enrollment – The program is in the process of developing an app that will allow families to easily register their students for the programs offered.
3. Form Submission and Storage – Completed forms are securely stored in the district's student information system to ensure data privacy and easy retrieval.
4. Priority Enrollment Considerations – Special consideration is given to foster youth, homeless students, English Learners, and students with disabilities.

Transportation Services

- On-Campus Programs – Transportation is not required when ELO-P is hosted at the student's school site.
- Off-Campus Programs – If an off-site location is used, transportation options will be determined based on student needs and available district resources.
- Purchasing Buses for Equitable Access – The LEA is investing in purchasing buses to ensure that students from all neighborhoods have equitable access to expanded learning opportunities. This initiative will provide reliable transportation for students who may otherwise face barriers to participation.
- Accessibility for Students with Disabilities – Transportation accommodations are made for students who require special arrangements to support inclusivity and equitable access.

Commitment to Equitable Access

By ensuring clear communication, an inclusive enrollment process, and necessary transportation support, the LEA guarantees that all students have the opportunity to participate in enriching and engaging expanded learning experiences through ELO-P. The purchase of buses further strengthens the district's commitment to equity, ensuring that all students, regardless of location, can fully participate in the program.

Field Trips

Field trips for entertainment purposes are not allowable. However, field trips can be a valuable educational and enrichment experience for youth. Field trips should be connected to the academic or enrichment program and provide an educational experience from which students can grow academically or culturally.

ELO-P funding can only be used for educational field trips that are coordinated and provided by the ELO-P. The educational field trips should be directly connected to the academic or enrichment components of the ELO-P. ELO-P funding cannot be used for field trips provided or coordinated by the core instructional day. ELO-P Field trips must follow ELO-P program requirements, such as maintaining ratios and ensuring staff meet the minimum requirements for an instructional aide based on district policies. The LEA should also follow local policies and procedures related to field trips.

Describe the purpose of the field trip and learning outcomes intended. Include the specific knowledge and skills students will develop. Include the field trip location and its educational significance. Include the anticipated dates(s), duration of the trip, grade level(s) participating, and transportation arrangements.

The Expanded Learning Opportunities Program (ELO-P) recognizes the value of educational field trips as a way to enhance student learning through hands-on, real-world experiences. Field trips must align with academic or enrichment components of the program and contribute to students' academic, cultural, or personal growth.

Guidelines for Field Trips

- **Educational Purpose** – Field trips must have a clear educational objective and provide academic or cultural enrichment for students.
- **Use of ELO-P Funding** – Funding can only be used for ELO-P-coordinated and approved educational field trips that align with the program's instructional and enrichment goals.
- **Exclusions** – ELO-P funds cannot be used for entertainment-based field trips or those coordinated by the core instructional day.

Compliance with ELO-P Requirements –

- o Student-to-staff ratios must be maintained per program guidelines.
- o All staff must meet district instructional aide requirements.
- o Field trips must align with local policies and district procedures regarding transportation, safety, and supervision.

Field Trip Planning and Implementation

Each field trip must be well-structured and aligned with student learning objectives, including:

- **Purpose and Learning Outcomes** – Clearly define the educational purpose of the field trip and the specific knowledge and skills students will develop through the experience.
- **Field Trip Location and Educational Significance** – The destination must have a direct connection to academic subjects, STEM, arts, leadership, or cultural awareness to ensure meaningful learning.
- **Anticipated Dates and Duration** – Provide the expected timeline of the field trip to ensure alignment with ELO-P scheduling and program objectives.
- **Grade Levels Participating** – Specify which grade levels will attend based on the program's alignment with student learning goals.
- **Transportation Arrangements** – Outline the mode of transportation, including district-approved buses or other arrangements, ensuring equitable access for all

students.

Commitment to High-Quality Educational Experiences

By integrating field trips into ELO-P programming, the LEA ensures that students gain meaningful, hands-on learning experiences that reinforce academic concepts, leadership skills, and cultural awareness beyond the classroom.

Program Fees

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

If applicable, describe your fee structure, including the process for waiving fees as outlined above and your sliding scale. If no fees will be collected please write that in the space provided.

The program does not charge any fees to participate.

Sample Program Schedule- Regular Schoolday

Please include a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, and all other grades, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). **Programs are required to include both an educational and enrichment element; the sample program schedule should clearly identify that this requirement is met.**

Additional Legal Requirements

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

Operations, Sites, ELO Program Plan, Family Fees, Ratio EC Section 46120(b)(2):

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

- (A) The department's guidance.
- (B) Section 8482.6.
- (C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.
- (D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

Regular Schooldays and Hours EC Section 46120(b)(1)(A):

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

Nonschool Days and Hours EC Section 46120(b)(1)(B):

- (A) For at least 30 nonschooldays, inclusive of extended school year days provided pursuant to paragraph (3) of subdivision (b) of Section 56345, no less than nine hours of in-person expanded learning opportunities per day.
- (B) Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Prioritizing School Sites

EC Section 46120(b)(3):

Local educational agencies shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunity programs across their attendance area.

Grades Served

EC Section 46120(b)(4):

Local educational agencies may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

Partners

EC Section 46120(b)(6):

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

Audit

EC Section 46120(c)(1):

Commencing with the 2023–24 fiscal year, a local educational agency shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

Snacks and Meals

EC Section 8482.3(d)(1-2):

- (A) [Local educational agencies] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.
- (B) [Local educational agencies] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Sec. 1766).

Program Capacity, Family Fees, Sliding Scale

EC Section 46120(b)(5):

Local educational agencies may charge pupil fees for expanded learning opportunity programs provided pursuant to this section, consistent with Section 8482.6.

Staff Minimum Qualifications, Ratio

EC sections 8483.4(a) and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal.

The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

Program Components

EC Section 8482.3(c)(1)(A–B):

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

- (A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
- (B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Third Party Notifications

EC Section 8483.4(b-d):

- (A) When a local educational agency contracts with a third party to operate a program pursuant to this article, the local educational agency shall require the third party to notify the local educational agency by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c).
- (B) For purposes of this section, an “event” includes any of the following:
 - (1) Death of a child from any cause.
 - (2) Any injury to a child that requires medical treatment.
 - (3) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child.
 - (4) Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code.
 - (5) Epidemic outbreaks.

- (6) Poisonings.
 - (7) Fires or explosions that occur in or on the premises.
 - (8) Exposure to toxic substances.
 - (9) The arrest of an employee of the third party.
- (C) Any other event as specified by the local educational agency.
- When a local educational agency contracts with a third party, the local educational agency shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information for the pupil to receive services pursuant to this article.



Oxnard School District
Expanded Learning Opportunities Program
(ELOP) Plan 2025-2028
Board Meeting: April 2, 2025

Introduction to ELOP



- The Expanded Learning Opportunities Program (ELOP) provides before and after-school programs, intersessions, and summer learning opportunities.
- Focus is on academic, social, emotional, and physical development through hands-on learning experiences.
- This plan serves as a living, working document to address student and family needs.

Vision, Mission, and Purpose

Vision: Changing the World!

To nurture inspired, accomplished, multilingual global citizens through enriched learning experiences in school and beyond.

Mission: The Expanded Learning Opportunities Program will support the Oxnard School District mission to champion students' development of twenty-first century skills through activities which promote communication, collaboration, critical thinking and creativity, supporting the development towards the specific strand of each site.

The goals of the program are to:

1. Align with the regular day.
2. Academic focus on writing applications, reading comprehension, algebra functions and geometry.
3. Provide enrichment and physical activities.
4. Develop a connection to the community.





Requirements



We **MUST** provide access to ANY family who requests access



Provide a comprehensive 9 hour day (Bell to bell + extended learning)



Funds **MUST** be spent for programs outside the regular instructional day



Offer program to ALL unduplicated pupils



Board Approved Program Plan



30 additional 9 hour non school days



TK-6 served first
Ratio 20:1 1st-8th
Ratio 10:1 for TK/K

Board Approved Program Plan

Quality Standards for Expanded Learning

- Safe and Supportive Environment
- Active and Engaged Learning
- Skill Building
- Youth Voice and Leadership
- Healthy Choices and Behaviors
- Diversity, Access and Equity
- Quality Staff
- Clear Vision, Mission and Purpose
- Collaborative Partnerships
- Continuous Quality Improvement
- Program management
- Sustainability





OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

Problem Solver

Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Achiever

Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

Global Thinker

Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Digital Learner

Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.



Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.





Programming

ASES

- Daily Program
- Math, Literacy, Recreation, STEAM, and Art
- 20 Existing School Sites
- Scholars Program
- 100-120 Students per School

Grades TK-8

- Continued ASES Funding
- ELOP can be used for all Grades if TK-6 Obligation Met
- Continue to Increase the Staffing for After School and Intersession Enrichment and Support

Enrichment Bursts

- 6-8 Week Courses Offered 3 Times a Year
- Dance, Art, DIY, Music, Magic, Musical Theatre, Cooking, Sewing, Chess, Spirit Squad, Folklorico, Young Doctors Pre-Med, Crafts, Chem Kidz, Movie Making, Animation

Spring/Summer Camps and Attendance Recovery

- 9 Hour non-school days of Enrichment Opportunities for Students
- Writing and STEAM in Summer
- Field Trip Opportunities Aligned to Curriculum



Implementation

Professional Development

- 5 Days each School Year
- All Staff Including Partners Participate
- Topics Include- Student Engagement and Building Rapport, De-escalation Strategies, Safety, Effective Communication with Parents, Equity and Inclusion

Staffing Requirements

- Paraprofessional Qualified
- Complete Vector Trainings
- Site Team Meetings
- Program Wide Trainings

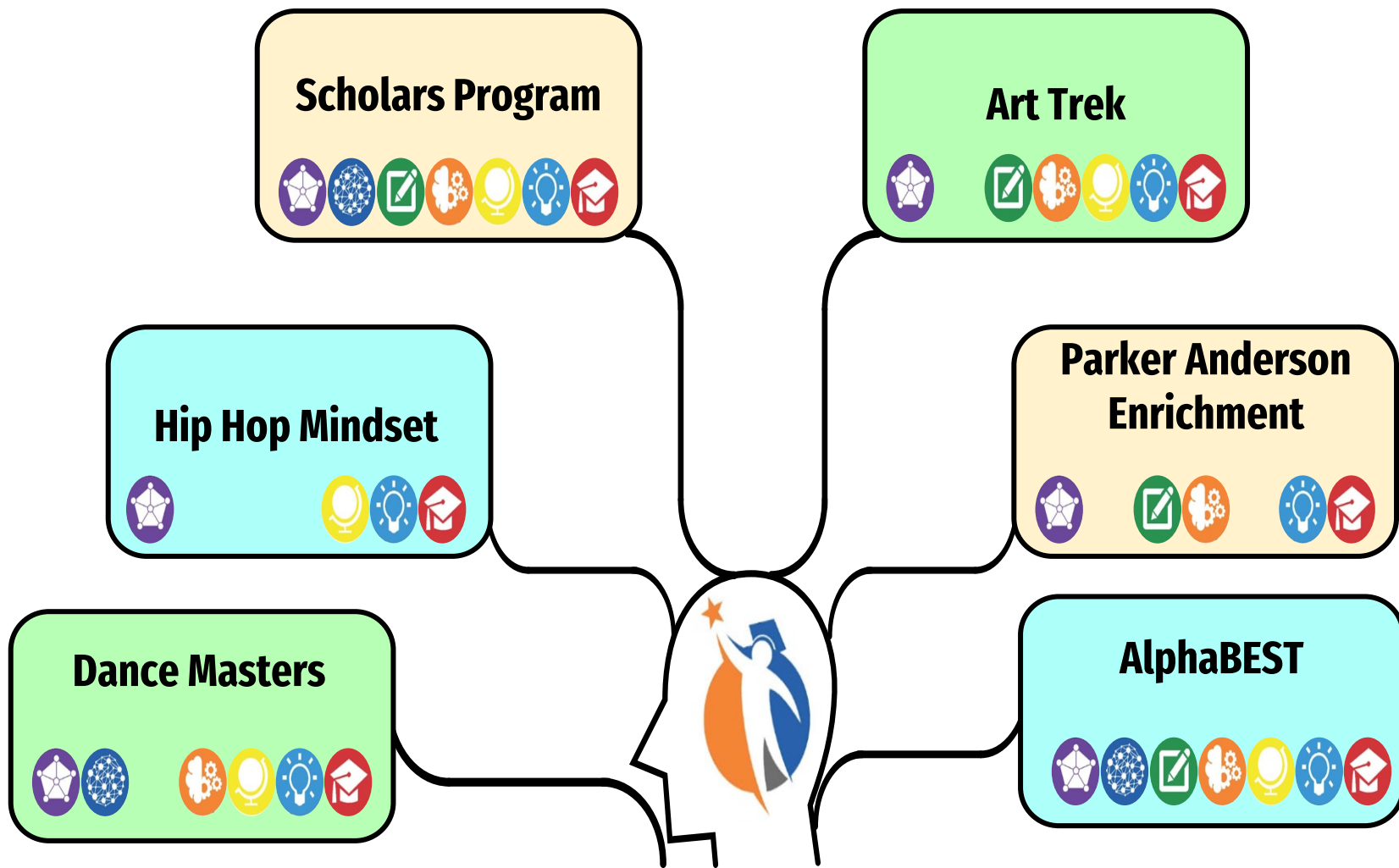
Staffing Implementation

- Full Time Coordinator Positions
- 1 Director
- 2 Managers and 2 TOSA's
- Shipping/Receiving Clerk
- 5 Counselors
- 2 Secretaries
- Increase Community Partners

ELOP Warehouse

- Training Facility
- Office Space
- Storage for ELOP Program Supplies
- Box Truck and Delivery Van

Communication, Community Partners, Collaboration & Contracts



Added Enrichment

Aligned with the Student Profile



Lego



Math Lab



**STEAM Labs
Science Camps**



**Visual and
Performing Arts**



**Teacher Led
Clubs**



**DIY- Elemental
Hardware**



Oxnard Scholars Program

OXNARD SCHOLARS AFTER SCHOOL PROGRAM



Leadership

- Site Coordinators ensure the safety and smooth daily operations of the afterschool program
- Recruit and enroll students
- Operate across all 20 school locations



6-8 Recreation Leads

- Assistance with homework
- Physical activities and recreation
- QUEST social emotional learning
- Art Academy

Oxnard Scholars Program

OXNARD SCHOLARS AFTER SCHOOL PROGRAM



Kinder Program

- Kinder programs launched at Sierra Linda & Harrington
- Youth are learning math games, about healthy friendships, and mindfulness



Math and Literacy

- Animation Videos
- Local Latino Leaders
- Earth Day Activities
- Math dice games



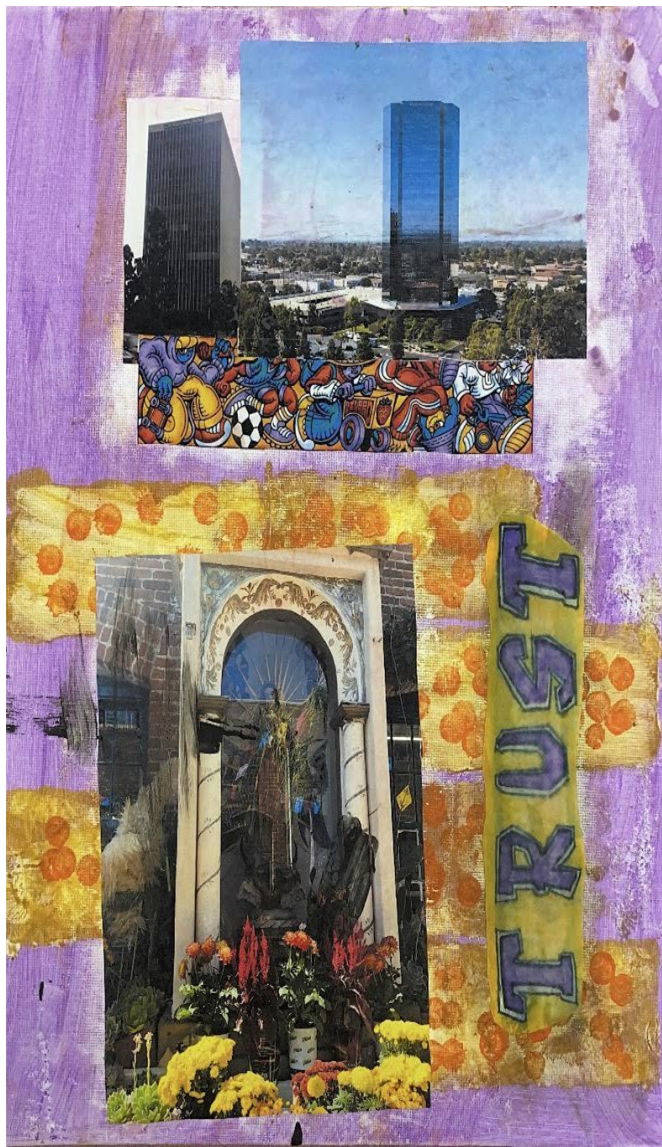
Recreation

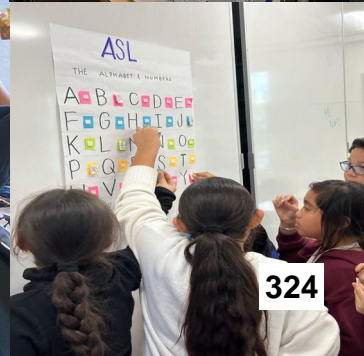
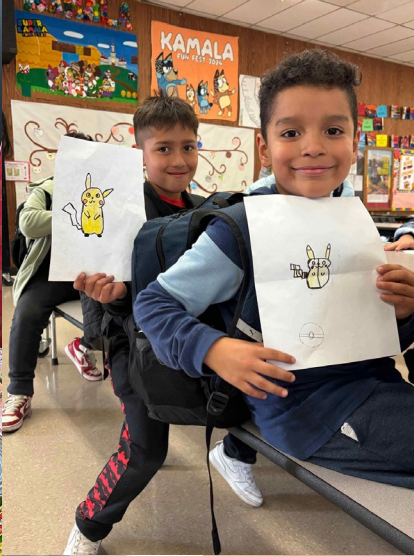
- Intramural sports at Middle Schools
 - Soccer & Flag Football
- Skateboard program at Middle Schools
- Run Across California



ART TREK

Bringing Quality Art into the Classroom and Community





Hip Hop Mindset

Hip Hop MINDSET



SPIRIT SQUAD AT CHAVEZ, MARSHALL, KAMALA, FRANK, FREMONT



DANCE CREWS AT ALL OSD SITES



HALLOWEEN AND WINTER SHOWCASE AT OPAC.

OVER 450 STUDENTS PARTICIPATING

OVER 1,500 IN ATTENDANCE PER SHOW



SPOKEN WORD NIGHT

WICKED PRODUCTION TRYOUTS AT FREMONT LOPEZ AND FRANK.

CAST 65 STUDENTS



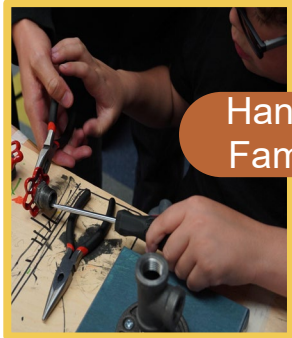
DIY Builders: Skills for Beyond the Classroom

Technical Skills

Sanding
Technique

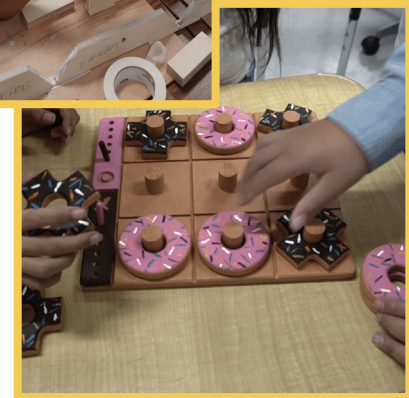


Hammering
Technique



Hand Tool
Familiarity

Problem Solving & Creativity



Collaboration &
Teamwork

DMPA

DANCE MASTERS PERFORMING ARTS



How Many Students Served to Date

Daily - 2,440 Students

Burst - 8,240 Students

Spring - 838

Summer - 1,383

Unique Students: 6,733

Future Plans

- Special Education Paraeducators
- Additional Counselors
- Recently Completed Request for Proposal Process
 - New Partners
 - Kinder Expansion
 - Hydroponics
 - Cycling
- Spring Break
 - Animal Safari
 - Adventure Day Camp: Hiking, Kayaking, Rock Climbing
- Summer
 - Out of this World
 - Space and Rockets
- 2025-2026 After School Program
Application available May 27, 2025



Conclusion

- The Oxnard School District's Expanded Learning Opportunities Program provides a comprehensive, inclusive, and enriching experience beyond the instructional day.
- Through strong community partnerships, dedicated staff, and engaging programming, ELOP fosters student growth, leadership, and success.
- The ELOP Program Plan is renewed every three years. We request board approval of this plan.



Thank you
and
Questions

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

Agenda Section: Section D: Action Items

Approval of Construction Services Agreement #24-215 with Viola Inc. for Preconstruction Services at the Lopez Middle School Reconstruction Project (Hubbard/CFW)

The Dr. Lopez Middle School Reconstruction Project involves a full redevelopment of the Dr. Lopez campus, featuring a completely new set of facilities designed to meet current State code, Oxnard School District specifications, and the needs of 21st-century educational programs. The proposed phased construction will accommodate the current and projected enrollment of around 750 students, with the facility designed to allow for future expansion if necessary, requiring only the addition of classrooms to accommodate increased enrollment.

On September 18, 2024, the Oxnard School District (District) issued a Request for Proposal and Qualifications for Lease Lease-back Preconstruction services for the Dr. Lopez Middle School Reconstruction project. By the deadline of October 23, 2024, six responses were submitted. CFW reviewed all the RFP submissions and, in collaboration with District Administration, conducted interviews with five prequalified Lease Leaseback contractors on February 12 and 13, 2025.

After review and the interview process, based on qualifications, successfully completed past projects for Oxnard School District, and preliminary budget numbers it is recommended that the Oxnard School District Board of Trustees approve the Lease Leaseback Preconstruction Services Agreement with Viola Inc.

Terms of Agreement: April 3, 2025 through June 30, 2027

FISCAL IMPACT:

\$158,090.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in consultation with CFW, that the Board of Trustees approve Agreement #24-215 with Viola Inc.

ADDITIONAL MATERIALS:

Attached: [Construction Services Agreement #24-215, Viola Inc. - Lopez Reconstruction Project \(24 Pages\)](#)
[Proposal \(29 Pages\)](#)

OSD AGREEMENT #24-215

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Second (2nd) day of April, 2024, 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") and Viola Inc. Constructors which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Dr. Manuel Lopez Academy, located at 647 West Hill Street, Oxnard, CA 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G 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, 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 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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Reconstruction of Dr. Lopez Academy

April 02, 2025

OSD AGREEMENT #24-215

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

- 2 -

OSD AGREEMENT #24-215

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 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

OSD AGREEMENT #24-215

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Reconstruction of Dr. Lopez Academy

April 02, 2025

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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 TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **One Hundred Fifty-Eight Thousand Ninety Dollars and No Cents (\$158,090.00)**. (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 a revision to this section of this agreement. Until such time this section will remain incomplete, 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 is 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

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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 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

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from the District to Contractor that a Notice of 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 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.

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- 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 of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking 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 facilities at the 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

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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

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character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes 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

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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 Patrick Waid as Project Manager for the Project. So long as Patrick Waid 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. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- 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

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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 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

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

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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

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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,

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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 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.

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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:

Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With A copy to:

Emilio Flores, CEO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue Arcadia,
CA 91006

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

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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.

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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.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Viola Incorporated

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District, a California
school district

By: _____

Title: Director, Purchasing

Date: _____

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EXHIBIT A

Scope of Work (Plans & Specifications)

Reconstruction of Dr. Lopez Academy

EXHIBIT B

Oxnard School District – Reconstruction of Dr.

Lopez Academy 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 **One Hundred Fifty-Eight Thousand Ninety Dollars and No Cents (\$158,090.00)** 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.

OSD AGREEMENT #24-215

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.

OSD AGREEMENT #24-215

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 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 specification 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.

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OSD AGREEMENT #24-215

- 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 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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Reconstruction of Dr. Lopez Academy

April 02, 2025

OSD AGREEMENT #24-215

- 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

Viola Incorporated

By: _____

Title: _____

Date: _____

THE DISTRICT

Oxnard School District, a California
school district

By: _____

Title: Director, Purchasing

Date: _____

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OXNARD SCHOOL DISTRICT

Reconstruction of Dr. Lopez Academy

CONSTRUCTION SERVICES AGREEMENT

April 02, 2025



RFQ/P Response for Lease Lease-back Preconstruction and Construction Services for the Reconstruction of Dr. Lopez Academy



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October 23, 2024

OXNARD SCHOOL DISTRICT
C/O CALDWELL FLORES WINTERS, INC.
521 N. 1st Avenue
Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for Reconstruction of Dr. Lopez Academy

Dear Mr. Schober,

Thank you for the opportunity to provide you with the following proposal for your upcoming project. Viola Incorporated has provided commercial, industrial and institutional work product in Southern California for the past 78 years, 100% family owned and managed for three generations, with a directed focus on educational infrastructure. Our strong sense of community involvement is reflected in utilization of local resources through subcontractors, vendors and the community workforce. Delivering high quality Public Schools on time and under budget has been our staple for over a half century. Project after project, Viola successfully exceeds the expectations of Owners, Architects, Inspectors, and stakeholders.

Viola is pleased and excited to focus its resources on the reconstruction of Dr. Lopez Academy for the Oxnard School District. It has established a reputation for quality construction earned and protected by a Team of employees, subcontractors and suppliers who take pride in their work and interact on a collaborative approach to building successful projects, one by one year after year. Viola has also maintained a positive relationship with the City of Oxnard through decades of development within the city limits. We believe that an investment in the education of our youth strengthens our communities and as civic leaders, we accept the long-term responsibility to cultivate and sustain the educational infrastructure of every School District we work with throughout Southern California.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,
Viola Incorporated

Michael T. Viola
CEO/President

Qualifications

A. Experience

Ventura Veterans Home CA-Gen Service Planning & Management Branch \$22.9 million
707 3rd St, Sacramento, CA

Owner Contact: Mary Whalen (916) 376-1655

Architect: URS Corporation

47,000 SF facility with plaster façade, including 49 single and double occupancy living quarters, commercial kitchen, dining hall, clinic and rehabilitation center for veterans.

Moorpark College Ventura County Community College District \$15.2 million
Health Science 7075 Campus Rd, Moorpark, CA

Owner Contact: Richard Jones (805) 384-8151

Architect: Perkins & Will

College, University - Miscellaneous Classroom[s], Laboratory, Lecture Hall Structural Steel Frame, Brick Veneer Exterior, Split Face CMU Exterior, Built Up Roof Replace Outdated Health Science Building (Nursing, Radiology Technologist, Paramedics, Emergency Medical Technician And Certified Nursing Assistant Programs), Including Adding Laboratories, Lecture Halls, Classrooms Storage, Medical Imaging Labs, Portable Modalities, Image Processing, Office, Conference Room, Anatomy Lab, Cadaver Storage, Industrial Biotech Lab.

Driffill Elementary School Oxnard School District \$3.4 million
PK/K/TK Modular Buildings 1051 South A Street, Oxnard in progress

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling and Moody

Preconstruction Budget: \$27,870

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

Alila Elementary School Earlimart School District \$3.1 million
PK/K/TK Modular Buildings 850 W Washington Ave., Earlimart in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

<u>Rio Mesa High School</u>	Oxnard Union High School District	\$20.5 million
<u>New HVAC Modernization</u>	1800 Solar Drive, Oxnard, CA	
Owner Contact: Brittany Villasenor (805) 385-2518		
Architect: Flewelling and Moody		
Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.		
<u>Channel Islands High School</u>	Oxnard Union High School District	\$10.8 million
<u>HVAC Modernization Phases 1&2</u>	1800 Solar Drive, Oxnard CA, 93030	
Owner Contact: Brittany Villasenor (805) 385-2518		
Architect: Flewelling and Moody		
New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.		
<u>Camarillo Special Education School</u>	Ventura County Office of Education	\$15.7 million
<u>(Triton Academy)</u>	5250 Adolfo Camarillo Road, Camarillo, CA	
Owner Contact: David Fateh (805) 383-1943		
Architect: DC Architects		
New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 21 st century enhancements; site construction including two playgrounds, two shade structures, basketball court, turf, bus drop off lane w/ zero curb face; offsite construction including new deceleration lane, sidewalk, and street repaving.		
<u>Lamont Elementary School New</u>	Lamont School District	\$2.9 million
<u>Construction & Modernization Project</u>	7915 Burgundy Avenue	
Owner Contact: Eric Brock (661) 201-6504		
Architect: Perkins Eastman		
Allowance returned to District: \$33,077.99		
Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.		

Alicante Elementary School New

Construction & Modernization Project

Owner Contact: Eric Brock (661) 201-6504

Architect: IBI Group

Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Lamont School District
 7915 Burgundy Avenue

\$2.8 million

Myrtle Avenue Elementary School New

Construction & Modernization Project

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

Lamont School District
 7915 Burgundy Avenue

\$3.1 million

Norman R Brekke Elementary School

Kindergarten Flex Classroom Building

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Allowance returned to District: (\$26,999)

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Oxnard School District
 1051 South A Street

\$782,815

Christa McAuliffe Elementary School

Kindergarten Flex Classroom Building

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Allowance returned to District: (\$69,978)

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Oxnard School District
 1051 South A Street

\$1.2 million

<u>Emilie Ritchen Elementary School</u>	Oxnard School District	\$1.3 million
<u>Kindergarten Flex Classroom Building</u>	1051 South A Street	

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Allowance returned to District: (\$35,181)

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

<u>Ramona Elementary School</u>	Oxnard School District	\$822,488
<u>Kindergarten Flex Classroom Building</u>	1051 South A Street	

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Allowance returned to District: (\$11,712)

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

B. Firm

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 77 years. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people and is capable of self-performing work while meeting the Skilled and Trained Workforce Requirements. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

Michael Viola, CEO

University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 20-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$330 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Director of Lease-Leaseback Operations | Field Operations Manager

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 30-Hour Certification

Viola's Field Operations Manager for many of the past 20 years of his tenure with Viola. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

Driffill Elementary School New PK, TK, and Kindergarten **LLB** (2023-2024) \$3.4M
 Alila Elementary School New K, TK, Preschool **LLB** (2023-2024) \$3.2M
 Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
 Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
 Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
 Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
 Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
 McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
 Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
 Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
 Moorpark College Health Science (2009 – 2010) \$16M
 Moorpark College Academic Center (2009-2010) \$18.3M
 UCSB Recreation Center (2004-2005) \$12.2M
 Edison Elementary School (2002) \$22M

Rick Canchola, Quality & Safety Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

Hillside Middle School Portable Relocation **LLB** (2024) \$3.1M
 Hope Elementary School Alterations & New Building (2023-2025) \$12.7M
 Monte Vista Elementary School Alterations & New Building (2023-2024) 9.3M
 Rio Mesa High School Modernization (2021-2023) \$20.5M
 Camarillo Special Education School (2018-2020) \$15.6M
 UCSB Seawater Lab (2017-2018) \$1.7M
 Santa Barbara Children's Library (2015) \$1.3M
 Oak Park High School Modernize Science Classrooms (2011) \$1M
 Moorpark College Health Science (2009-2010) \$16M
 San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
 Oaks Christian High School for Merco Construction Engineers
 Westlake High School Aquatic Facility for Merco Construction Engineers
 Rio Mesa High School Aquatic Facility for Merco Construction Engineers
 USC Medical Center for Merco Construction Engineers
 UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Sr. Project Manager / Superintendent

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a 'can do' attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District and Hope Elementary School District on multiple concurrent projects has proven to their stakeholders that there isn't a challenge that can't be overcome.

Relevant Project Experience:

- Hope Elementary School Alterations & New Building (2023-2025) \$12.7M
- Monte Vista Elementary School Alterations & New Building (2023-2024) 9.3M
- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M
- UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M
- Moorpark College Health Science (2009-2010) \$16M
- Ventura Veterans Home (2007-2010) \$22.9M
- Rio Rosales Elementary School (2007) \$10.6M

Robert Viola, Project Manager

California Polytechnic State University San Luis Obispo – BS in Construction Management
OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect.

Relevant Project Experience:

- Hillside Middle School Portable Relocation **LLB** (2024) \$3.1M
- Hope Elementary School Alterations & New Building (2023-2025) \$12.7M
- Monte Vista Elementary School Alterations & New Building (2023-2024) 9.3M
- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- San Miguel Pre-School (2017) \$820k
- Santa Barbara Children's Library (2015) \$1.3M

Robert Lomino, Assistant Superintendent

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I |
APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious Assistant Superintendent with a background as a deputy inspector. With four years of experience in the industry focusing on DSA work, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

- Hope Elementary School Alterations & New Building (2023-2025) \$12.7M
- Monte Vista Elementary School Alterations & New Building (2023-2024) 9.3M
- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Fillmore High School CTE Buildings for Construction Testing and Engineering South

Michael Pfeiffer, Project Superintendent

Member of Carpenters Local 743 | OSHA 510/SSTA 16 certification and CPR, AED, and First Aid
UBC Journeyman Building Leadership Program 40 hr.

Mike has over 30 years of building experience from concrete to framing as a carpenter to site supervision. Maintaining and Scheduling of contractors on site as well as completion of Carpentry needs onsite; while always aware of client relationship and quality control.

Relevant Project Experience:

- Alila Elementary School New K, TK, Preschool **LLB** (2023-2024) \$3.2M
- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Taft College Muti-Purpose Building (2019-2020) \$26M for another contractor
- Aurora Learning Center (2018-2020) \$285M for another contractor
- North High School Modernization (2016-2018) \$36M for another contractor
- Mercy Hospital Modernization (2015-2016) \$3M for another contractor
- Greenlee Elementary New Construction (2014-2015) \$2M for another contractor

Sean Mahan, Project Coordinator

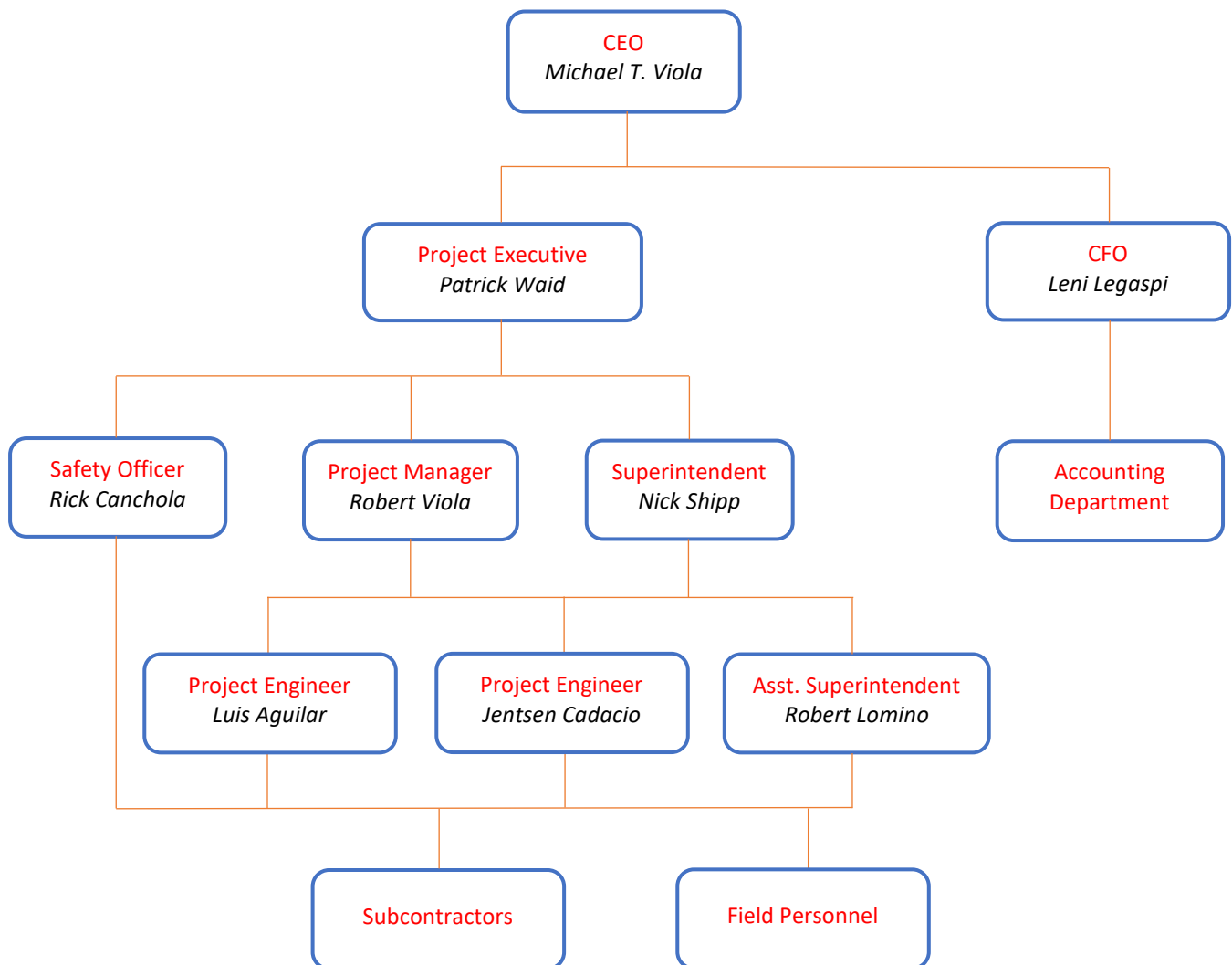
California State University Channel Islands – BS in History

Sean has six years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor's degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

Driffill Elementary School New PK, TK, and Kindergarten **LLB** (2023-2024) \$3.4M
Alila Elementary School New K, TK, Preschool **LLB** (2023-2024) \$3.2M
Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
Elm Elementary School Modernization **LLB** (2017-2019) for CFW
Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW

Organizational Chart for Reconstruction of Dr. Lopez Academy



C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Viola has been utilizing Procore for over seven years on its private, public and lease-leaseback projects. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of modern technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. This is implemented through scheduling software, Outbuild, which integrates CPM, Lookahead, QA/QC, and Safety Inspections into a collaborative dashboard. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. For major tasks: First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly. For daily activities, such as hot work and excavation, daily permits are issued to the respective subcontractors in accordance with our jobsite safety plan.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Viola utilizes industry leading software, Hammertech, for thorough implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, thus maintaining safe and productive conditions for all involved in the project.

Viola received the OSHA Golden Gate Certificate for the implementation and maintenance of its IIPP at an interior and exterior renovation of an occupied commercial building in Westlake Village

EMR for 2023: 0.78

EMR for 2022: 0.76

EMR for 2021: 0.78

Viola maintains a safe site through the following actions:

1. **Worksite Specific Plan** – The full-time Safety Officer develops a site-specific plan for the project. This will outline the provisions and procedures the Superintendent needs to understand and implement in addition to the IIPP.
2. **Livescan All Individuals** – This starts before anyone steps foot on the site with background checks of every person to ensure compliance with the Education Code.
3. **Jobsite Orientation** – Once individuals are legally cleared to work onsite, they must review and sign Viola’s Subcontractor Safety and Health Requirements orientation to receive a logged hardhat sticker.
4. **Daily Jobsite Safety Analysis (JSA)** – The daily assessment of each crew’s work area is an essential proactive measure we implement to keep the individuals aware of their potential hazards. Tasks change frequently and each subcontractor must update and maintain their safety assessments. No work is allowed to commence until the daily JSA is completed and SDS of materials are logged. If a Subcontractor is starting an activity that requires additional safety documentation, such as hot work, it is requested and completed at this time as well.
5. **Daily Jobsite Safety Checklists** – The Superintendent completes a safety checklist in Hammertech, logging compliance with the Worksite Specific Plan. Any at risk items are immediately reviewed by the Safety Officer for assessment and correction.
6. **Tailgate Meetings** – In addition to the daily JSAs, we perform weekly outdoor tailgate meetings to address major safety topics and perform additional meetings in preparation for events, such as cranes, trenching, shutdowns, heat stress, or change in school schedules.
7. **Subcontractor Meetings** – Safety remains an open meeting item in our weekly Subcontractor meetings with all Foremen. This provides an open discussion for upcoming events for all companies to discuss logistics and any potential safety concerns.
8. **Safety Officer Review** – The Safety Officer regularly reviews the jobsite, JSAs, COVID-19 Assessments, Daily Jobsite Safety Checklists, and Tailgate and Subcontractor Meeting Minutes for compliance with the IIPP and Worksite Specific Plan.

E. Bonding Capacity

Please see attached exhibit.

Reconstruction of Dr. Lopez Academy

F. Conceptual Plans

1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in the construction of several portable to permanent classroom structures, modernization and construction on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

- i. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
- ii. Evaluation of completed Geotechnical report and any recommendations for earthwork, grading, and/or soil stabilization.
- iii. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
- iv. A complete site survey documenting key elevations of existing structures and surrounding site work so they can be coordinated with new structures and site plan.
- v. Early and collaborative approach with design team to address all SCE provisions that may come into play, such as easements and primary routing coordination with existing and new site utilities.
- vi. The site is located at 647 West Hill Street and is bordered by residential houses on D Street to the east, Hill Street to the south, and G Street alleyway to the west. The location of the project will require access for: Heavy earthwork equipment, trucks providing import/export soils, and crane access to place RUs units. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents, teachers, and the community.
- vii. Since site access is confined by residential on two sides and school on the third side, construction disturbance via noise and traffic to the local area will be substantial. Wolff St access should be on an as needed basis only. With apparent elimination of PE building in conceptual design, school will not be at full potential. Recommend utilizing existing campus swing space to reduce risk and accelerate construction.

2. Site Logistics Plan

Please see attached exhibit.

3. Conceptual Cost Estimate

Please see attached exhibit.

4. Preconstruction Fee

Please see attached exhibit.

5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre-Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	5.00% of the GMP
General Conditions =	Based on 20 month construction project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	0.85% of the Completed Cost of Construction
Builder's Risk Insurance =	1.20% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
Reimbursable Fees are 10% above cost incurred	

G. Value Engineering Opportunities

At this time there are no project plans and/or specifications to reference for value engineering. However, as soon as priorities of the District and Design Team have been established Viola can and will identify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings and/or materials.

Potential VE Examples include:

- Substitutions to fixtures both plumbing and electrical
- Wall mounted marker boards, eliminating the need for soffits
- Utilization of existing site fencing, if code compliant, and limiting upgrades to gates and hardware
- Using roof mounted solar in lieu of a carport design
- Minimizing unnecessary architectural site concrete features that can be achieved with site accessories
- Minimizing parapet heights to reduce structural bracing requirements

H. Subcontractor / Trade Details

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. Viola's ability to self-perform miscellaneous work while complying with the Skilled and Trained Workforce requirements allows for immense flexibility and reduced project costs. All major trades including, earthwork/grading, concrete, paving, structural framing, finish systems, MEP, playground equipment, landscaping/irrigation will be subcontracted.

Please see F5 and attachments for trade costs, soft costs, and contingency/allowances.

I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can hinder a schedule and should also be performed as soon as practical. By scheduling the trades in a "wagon train" format, Viola will be able to establish a productive flow allowing multiple trades to work on site simultaneously. Early Submittal approval of all MEP materials and components and the subsequent purchasing of these items is imperative to minimize lead time delays. Site access will also be a key element that needs to be coordinated with Dr. Lopez Academy.

***"Together as a Team we build Successful Projects,
One by One, Year after Year"***



21680 Gateway Center Drive
Diamond Bar, CA 91765
909-612-3674

October 18, 2024

Re: Letter of prequalification – Viola, Inc.

To Whom It May Concern:

Travelers Casualty and Surety Company of America is privileged to have Viola, Inc. as a client.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$75,000,000 single and \$150,000,000 aggregate work program. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers Casualty and Surety Company of America, (NAIC #19038) is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated an A+ (Superior) A.M. Best rated insurance company Financial Size Category XV (\$2 billion or more). .

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Jodie Lee Doner
805-585-6788
Attorney-in-fact
Travelers Casualty and Surety Company of America



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jodie L. Doner** of **VENTURA, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

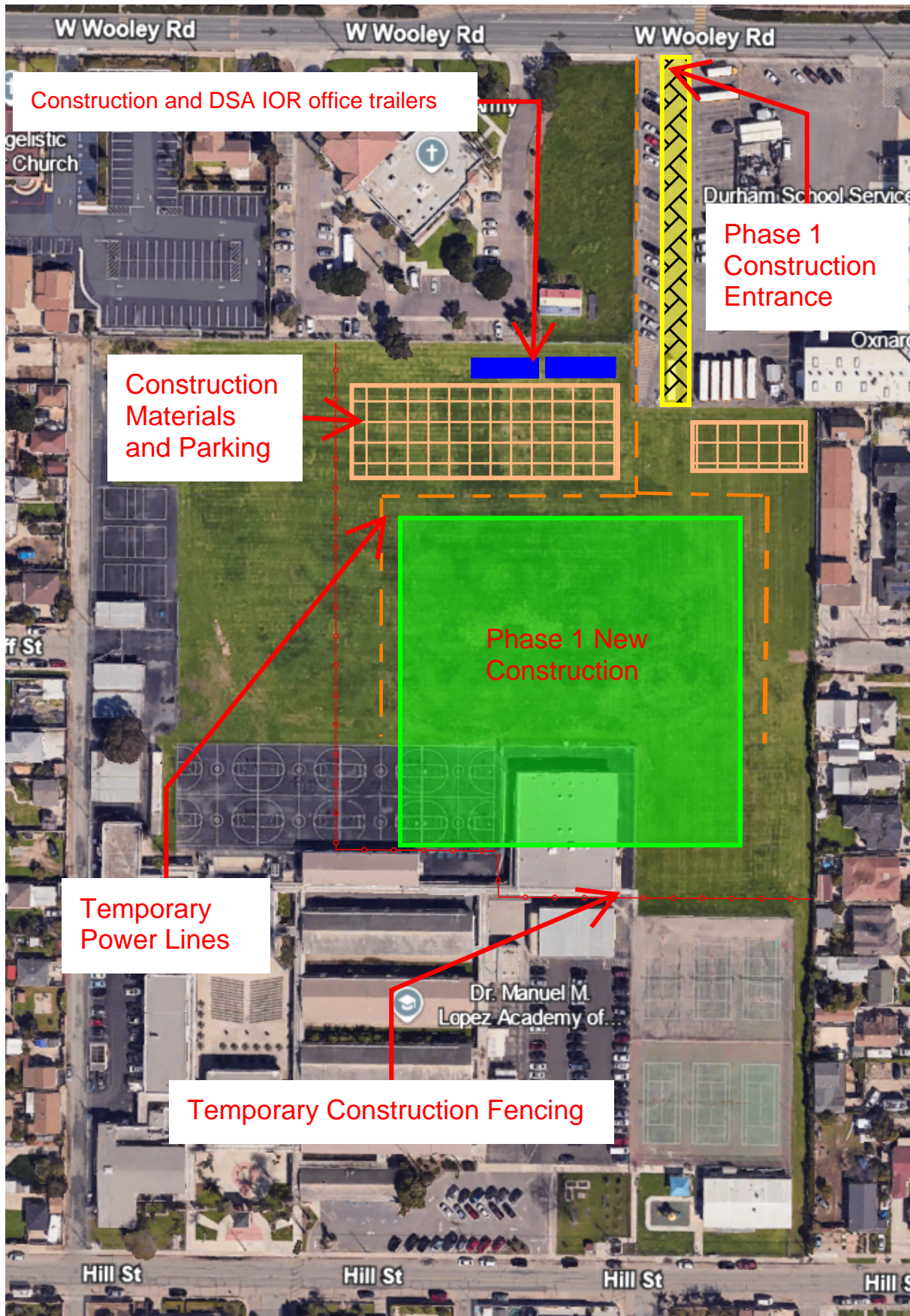
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **October**, **2024**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Dr. Lopez Academy Reconstruction Conceptual Budget

Admin - Single Story Wood Framing		Unit Price	Qty	Budget
03 30 00	Cast-in-Place Concrete	\$ 47.02	5306	\$ 249,487
05 12 00	Structural Steel Framing	\$ 9.68	5306	\$ 51,365
06 10 00	Rough Carpentry	\$ 75.65	5306	\$ 401,380
06 10 53	Miscellaneous Rough Carpentry	\$ 13.54	5306	\$ 71,852
06 41 00	Architectural Wood Casework	\$ 11.69	5306	\$ 62,005
07 21 00	Thermal Insulation	\$ 3.14	5306	\$ 16,657
07 50 00	Roofing	\$ 10.13	5306	\$ 53,731
07 60 00	Flashing and Sheet Metal	\$ 1.11	5306	\$ 5,870
08 10 00	Doors, Frames & Hardware	\$ 18.53	5306	\$ 98,327
08 51 13	Aluminum Windows	\$ 28.63	5306	\$ 151,894
09 24 00	Lath & Plaster	\$ 35.61	5306	\$ 188,952
09 29 00	Gypsum Board	\$ 42.21	5306	\$ 223,950
09 30 00	Ceramic Tile	\$ 6.94	5306	\$ 36,836
09 51 00	Acoustical Ceilings	\$ 10.65	5306	\$ 56,501
09 65 00	Resilient Flooring	\$ 14.55	5306	\$ 77,191
09 77 23	Fabric-Wrapped Panels	\$ 0.69	5306	\$ 3,669
09 90 00	Painting and Coating	\$ 13.58	5306	\$ 72,061
10 14 00	Signage	\$ 1.22	5306	\$ 6,457
10 28 13	Toilet Accessories	\$ 0.34	5306	\$ 1,805
12 24 00	Window Shades	\$ 1.45	5306	\$ 7,705
21 00 00	Fire Suppression	\$ 23.41	5306	\$ 124,230
22 00 00	Plumbing	\$ 36.81	5306	\$ 195,329
23 00 00	HVAC	\$ 79.93	5306	\$ 424,128
26 00 00	Electrical	\$ 116.23	5306	\$ 616,732
31 00 00	Earthwork	\$ 13.80	5306	\$ 73,223
				\$ 3,271,337

Classroom Building - Two Story Wood Framing		Unit Price	Qty	Budget
03 00 00	Concrete	\$ 19.87	56315	\$ 1,119,155
03 53 00	Lightweight Concrete	\$ 2.33	56315	\$ 131,298
05 12 00	Structural Steel Framing	\$ 18.40	56315	\$ 1,036,254
06 10 00	Rough Carpentry	\$ 74.48	56315	\$ 4,194,363
06 10 53	Miscellaneous Rough Carpentry	\$ 2.29	56315	\$ 128,851
06 41 00	Architectural Wood Casework	\$ 3.15	56315	\$ 177,644
07 21 00	Thermal Insulation	\$ 2.12	56315	\$ 119,416
07 50 00	Roofing	\$ 5.05	56315	\$ 284,230
07 60 00	Flashing and Sheet Metal	\$ 1.12	56315	\$ 63,162
08 10 00	Doors, Frames & Hardware	\$ 5.84	56315	\$ 328,641
08 51 13	Aluminum Windows	\$ 20.68	56315	\$ 1,164,553
09 24 00	Lath & Plaster	\$ 24.71	56315	\$ 1,391,542
09 29 00	Gypsum Board	\$ 27.95	56315	\$ 1,574,120
09 30 00	Tiling	\$ 5.82	56315	\$ 327,654
09 51 00	Acoustical Ceilings	\$ 7.89	56315	\$ 444,109
09 65 00	Resilient Flooring	\$ 10.69	56315	\$ 602,014
09 77 23	Fabric-Wrapped Panels	\$ 0.88	56315	\$ 49,345
09 90 00	Painting and Coating	\$ 6.85	56315	\$ 385,881
10 00 00	Misc Specialties	\$ 10.88	56315	\$ 612,870
10 14 00	Signage	\$ 1.23	56315	\$ 69,497
10 28 13	Toilet Accessories	\$ 2.28	56315	\$ 128,298
14 20 00	Elevators	\$ 2.63	56315	\$ 148,036
21 00 00	Fire Suppression	\$ 11.51	56315	\$ 648,004
22 00 00	Plumbing	\$ 25.83	56315	\$ 1,454,704
23 00 00	HVAC	\$ 81.32	56315	\$ 4,579,258
26 00 00	Electrical	\$ 114.39	56315	\$ 6,441,713
31 00 00	Earthwork	\$ 13.80	56315	\$ 777,147
				\$ 28,381,760

MPR - Single Story Masonry		Unit Price	Qty	Budget
03 30 00	Cast-in-Place Concrete	\$ 46.91	16960	\$ 795,569
04 20 00	Masonry	\$ 53.54	16960	\$ 908,049
05 12 00	Structural Steel Framing	\$ 15.42	16960	\$ 261,455
06 10 00	Rough Carpentry	\$ 43.27	16960	\$ 733,940
06 10 53	Miscellaneous Rough Carpentry	\$ 7.19	16960	\$ 121,913
07 21 00	Thermal Insulation	\$ 2.59	16960	\$ 43,887
07 50 00	Roofing	\$ 13.17	16960	\$ 223,398
07 60 00	Flashing and Sheet Metal	\$ 1.13	16960	\$ 19,145
08 10 00	Doors, Frames & Hardware	\$ 3.78	16960	\$ 64,026
08 51 13	Aluminum Windows	\$ 4.46	16960	\$ 75,635
09 24 00	Lath & Plaster	\$ 19.16	16960	\$ 325,010
09 29 00	Gypsum Board	\$ 29.93	16960	\$ 507,552
09 30 00	Tiling	\$ 8.33	16960	\$ 141,265
09 51 00	Acoustical Ceilings	\$ 16.91	16960	\$ 286,853
09 65 00	Resilient Flooring	\$ 16.82	16960	\$ 285,266
09 90 00	Painting and Coating	\$ 6.07	16960	\$ 102,923
10 00 00	Misc Specialties	\$ 5.46	16960	\$ 92,630
10 14 00	Signage	\$ 1.23	16960	\$ 20,805
10 28 13	Toilet Accessories	\$ 2.73	16960	\$ 46,268
11 40 00	Kitchen Equipment	\$ 28.75	16960	\$ 487,542
21 00 00	Fire Suppression	\$ 14.87	16960	\$ 252,117
22 00 00	Plumbing	\$ 48.33	16960	\$ 819,728
23 00 00	HVAC	\$ 81.76	16960	\$ 1,386,643
26 00 00	Electrical	\$ 238.56	16960	\$ 4,045,945
31 00 00	Earthwork	\$ 13.80	16960	\$ 234,049
				\$ 12,281,612

Lunch Shelter		Unit Price	Qty	Budget
11 68 13	Shade Structure	\$ 123.61	2800	\$ 346,103
31 00 00	Earthwork	\$ 13.80	2800	\$ 38,640
32 00 00	Site Concrete	\$ 22.34	2800	\$ 62,547
				\$ 447,291

Site Work, including playfields, parking, & Solar		Unit Price	Qty	Budget
04 22 00	Trash Enclosure	\$ 1.24	78581	\$ 97,717
32 00 00	Exterior Improvements (Concrete & Asphalt)	\$ 29.16	78581	\$ 2,291,659
32 80 00	Landscaping	\$ 1.02	315597	\$ 321,909
33 00 00	Utilities	\$ 31.02	78581	\$ 2,437,684
32 31 00	Fences and Gates	\$ 250.00	1900	\$ 475,000
				\$ 5,623,969

Demolition of Existing Campus		Unit Price	Qty	Budget
02 80 00	Abatement	\$ 3.61	192277	\$ 694,334
02 41 16	Structure Demolition	\$ 6.25	192277	\$ 1,201,731
				\$ 1,896,065

Construction Hard Costs Subtotal \$ 51,902,034

01 00 00	General Conditions & Requirements			\$ 3,396,721
01 01 03	Contractor Fee, Contingency	5.00%		\$ 2,764,938
01 01 01	Bond, CCIP, Risk, Insurance	3.79%		\$ 2,200,614

Construction Soft Costs Subtotal \$ 8,362,273

Total GMP Value \$ 60,264,306

CSI	Description	Reference	Comment	Quantity	Unit	Unit Price	Subtotal	TOTAL
010000	General Conditions and Requirements - Phase 1							\$ 3,396,721.00
	Site Facilities							
	Job site office trailers		budget	20.00	mth	\$ 3,000.00	\$ 60,000.00	
	Furniture and equipment		budget	20.00	mth	\$ 500.00	\$ 10,000.00	
	Office/Admin supplies		budget	20.00	mth	\$ 800.00	\$ 16,000.00	
	Construction fencing w/ greenscreen		budget	3,581.00	lf	\$ 35.00	\$ 125,335.00	
	Dumpsters		budget	50.00	ea	\$ 900.00	\$ 45,000.00	
	Construction signage		budget	8.00	ls	\$ 2,500.00	\$ 20,000.00	
	Temp construction entrances		budget	3.00	ea	\$ 5,000.00	\$ 15,000.00	
	Traffic control		budget	1.00	ls	\$ 10,000.00	\$ 10,000.00	
	Temp power		budget	20.00	mth	\$ 1,500.00	\$ 30,000.00	
	Temp lighting		budget	1.00	ls	\$ 10,000.00	\$ 10,000.00	
	Chemical Toilets		budget	240.00	ea	\$ 500.00	\$ 120,000.00	
	General cleanup		budget	18.00	mth	\$ 1,500.00	\$ 27,000.00	
	Dust control		budget	18.00	mth	\$ 600.00	\$ 10,800.00	
	Project Signs		budget	2.00	ea	\$ 1,500.00	\$ 3,000.00	
	OSHA EDD postings		budget	3.00	ea	\$ 500.00	\$ 1,500.00	
	Administration/Supervision							
	Project Executive		budget	4.00	mth	\$ 28,000.00	\$ 112,000.00	
	Superintendent		budget	20.00	mth	\$ 24,000.00	\$ 480,000.00	
	Project Manager		budget	20.00	mth	\$ 27,000.00	\$ 540,000.00	
	Project Engineer		budget	20.00	mth	\$ 17,000.00	\$ 340,000.00	
	Project Engineer		budget	20.00	mth	\$ 17,000.00	\$ 340,000.00	
	Jobsite foreman		budget	20.00	mth	\$ 21,000.00	\$ 420,000.00	
	Admin Assistant		budget	10.00	mth	\$ 9,000.00	\$ 90,000.00	
	Jobsite Security							
	On site security guard 7:00pm to 7:00am		budget	14.00	mth	\$ 10,000.00	\$ 140,000.00	
	CPM Schedule		budget	1.00	ls	\$ 57,000.00	\$ 57,000.00	
	Schedule maintenance		budget	20.00	ea	\$ 1,600.00	\$ 32,000.00	
	Jobsite cleanup							
	Final Cleanup		budget	81,493.00	psf	\$ 2.00	\$ 162,986.00	
	Tools, Rentals and Equipment							
	Truck/Vehicle fuel		budget	60.00	mth	\$ 1,800.00	\$ 108,000.00	
	Misc tools and supplies		budget	1.00	ls	\$ 10,000.00	\$ 10,000.00	
	Rental equipment		budget	1.00	ls	\$ 30,000.00	\$ 30,000.00	
	Cell Phones		budget	114.00	mth	\$ 150.00	\$ 17,100.00	
	Jobsite safety							
	First Aid supplies		budget	8.00	ea	\$ 500.00	\$ 4,000.00	
	Safety/Fall protection planning and implementation		budget	20.00	mth	\$ 500.00	\$ 10,000.00	

Dr. Lopez Academy Preconstruction Budget

In order to provide the best value in the Pre-Construction phase, Viola proposes to invoice all costs on an hourly and reimburseable basis not to exceed the estimated cost of \$158,090.00 (unused funds shall be returned to the District via deductive Change Order)

Description	Rates
Director of LLB Operations	\$ 160.00
Project Manager	\$ 150.00
Project Superintendent	\$ 130.00
Project Engineer	\$ 75.00
Jobsite Foreman	\$ 120.00
Administrative Assistant	\$ 65.00
Estimator	\$ 105.00

	Hrs	Rate	Cost
Design Review			
Existing Site Conditions Review	80	\$ 160.00	\$ 12,800.00
	40	\$ 130.00	\$ 5,200.00
Comprehensive Utility Location (allowance)	1	\$ 60,000.00	\$ 60,000.00
Schematic Estimate	40	\$ 160.00	\$ 6,400.00
	16	\$ 105.00	\$ 1,680.00
	16	\$ 65.00	\$ 1,040.00
Design Development Estimate	40	\$ 160.00	\$ 6,400.00
	20	\$ 105.00	\$ 2,100.00
	16	\$ 65.00	\$ 1,040.00
Construction Document Estimate	40	\$ 160.00	\$ 6,400.00
	16	\$ 130.00	\$ 2,080.00
	16	\$ 65.00	\$ 1,040.00
Constructibility Review	40	\$ 160.00	\$ 6,400.00
	16	\$ 130.00	\$ 2,080.00
	8	\$ 65.00	\$ 520.00
Value Engineering	32	\$ 160.00	\$ 5,120.00
	16	\$ 130.00	\$ 2,080.00
	8	\$ 65.00	\$ 520.00
BIM & Conflict Avoidance	1	\$ 160.00	\$ 160.00
	32	\$ 130.00	\$ 4,160.00
	2	\$ 65.00	\$ 130.00
Construction Scheduling	40	\$ 160.00	\$ 6,400.00
	16	\$ 130.00	\$ 2,080.00
	8	\$ 65.00	\$ 520.00
Development of GMP	40	\$ 160.00	\$ 6,400.00
	16	\$ 130.00	\$ 2,080.00
	8	\$ 65.00	\$ 520.00
Meeting Attendance	52	\$ 160.00	\$ 8,320.00
	26	\$ 130.00	\$ 3,380.00
	16	\$ 65.00	\$ 1,040.00
Total	718		\$ 158,090.00

ID	Task Name	Duration	Start	Finish
1	Dr. Lopez Academy Reconstruction	1103 days	12/18/24	4/16/29
2	Preconstruction	512 days	12/18/24	12/29/26
3	Schematic Design	31 days	12/18/24	1/31/25
4	Schematic Design	31 days	12/18/24	1/31/25
5	Design Development	41 days	2/3/25	4/1/25
6	Architecture (Buildings ASMEP+)	41 days	2/3/25	4/1/25
7	Construction Documents	45 days	4/2/25	6/4/25
8	Architecture (Buildings ASMEP+)	45 days	4/2/25	6/4/25
9	100% CD Set	0 days	6/4/25	6/4/25
10	Program Manager Review	10 days	6/5/25	6/18/25
11	CFW Review	10 days	6/5/25	6/18/25
12	OSD Board Meeting Agenda Dealine	0 days	6/18/25	6/18/25
13	OSD Board Meeting	0 days	6/18/25	6/18/25
14	DSA Review/Approval	131 days	6/30/25	1/8/26
15	DSA Submittal #1	0 days	6/30/25	6/30/25
16	DSA Bin Time & 1st Plan Review	76 days	7/1/25	10/16/25
17	Incorporate DSA Corrections. CD's to 100%	15 days	10/17/25	11/6/25
18	DSA Submittal #2	0 days	11/6/25	11/6/25
19	DSA Review #2	25 days	11/7/25	12/16/25
20	Final DSA Corrections	5 days	12/17/25	12/23/25
21	Back Check Meetings	10 days	12/24/25	1/8/26
22	DSA Approval	0 days	1/8/26	1/8/26
23	Bidding & Negotiation	46 days	10/20/26	12/29/26
24	1st Advertisement	0 days	10/20/26	10/20/26
25	Preparation & Issuance of Bid Packages	3 days	10/21/26	10/23/26
26	2nd Advertisement	0 days	10/27/26	10/27/26
27	Job Walk Date	0 days	10/30/26	10/30/26
28	Bidding Q&A Period	10 days	10/26/26	11/6/26
29	Bid RFI's Due	0 days	11/6/26	11/6/26
30	Prepare Addendum	7 days	11/9/26	11/18/26
31	Issue Addendum	0 days	11/18/26	11/18/26
32	Bidding Period	6 days	11/19/26	11/30/26
33	Sub Bids Due	0 days	11/30/26	11/30/26
34	Finalize GMP	6 days	12/1/26	12/8/26
35	Amend CSA	14 days	12/9/26	12/29/26
36	Construction of New School	431 days	12/30/26	9/1/28
37	Mobilization, Clear & Grub, Survey	30 days	12/30/26	2/10/27
38	NTP	5 days	12/30/26	1/6/27
39	Mobilization trailers and fencing	10 days	1/7/27	1/20/27
40	Temporary water and electric	5 days	1/14/27	1/20/27
41	Clear and grub	10 days	1/21/27	2/3/27
42	Survey staking	5 days	2/4/27	2/10/27
43	Classroom (Bldg 1)	401 days	2/11/27	9/1/28
44	Overex and recompaction	28 days	2/11/27	3/23/27

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

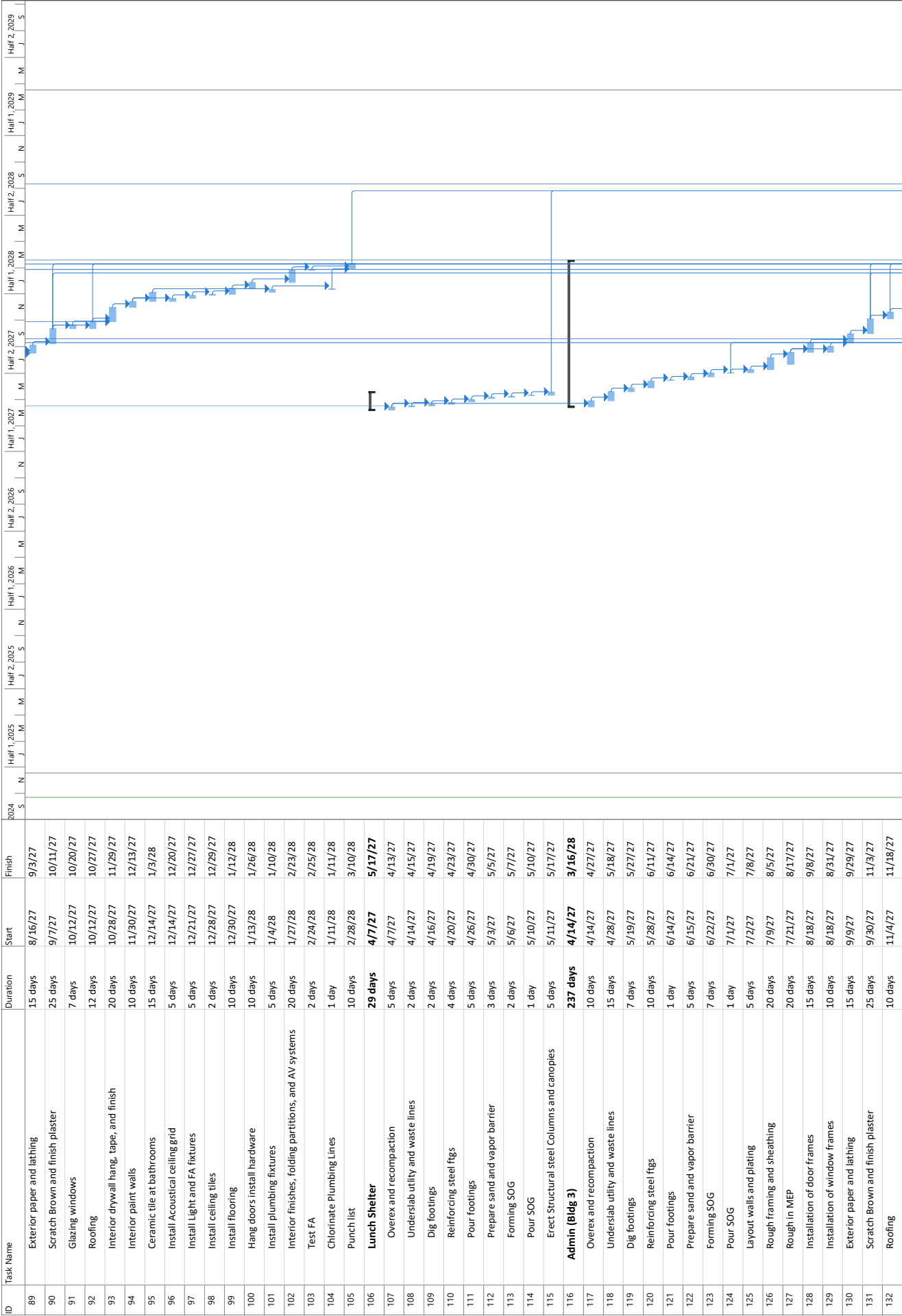
Progress

Manual Progress

Dr. Lopez Academy

Date: 10/23/24

Page 1



Dr. Lopez Academy
Date: 10/23/24

Task Split Milestone

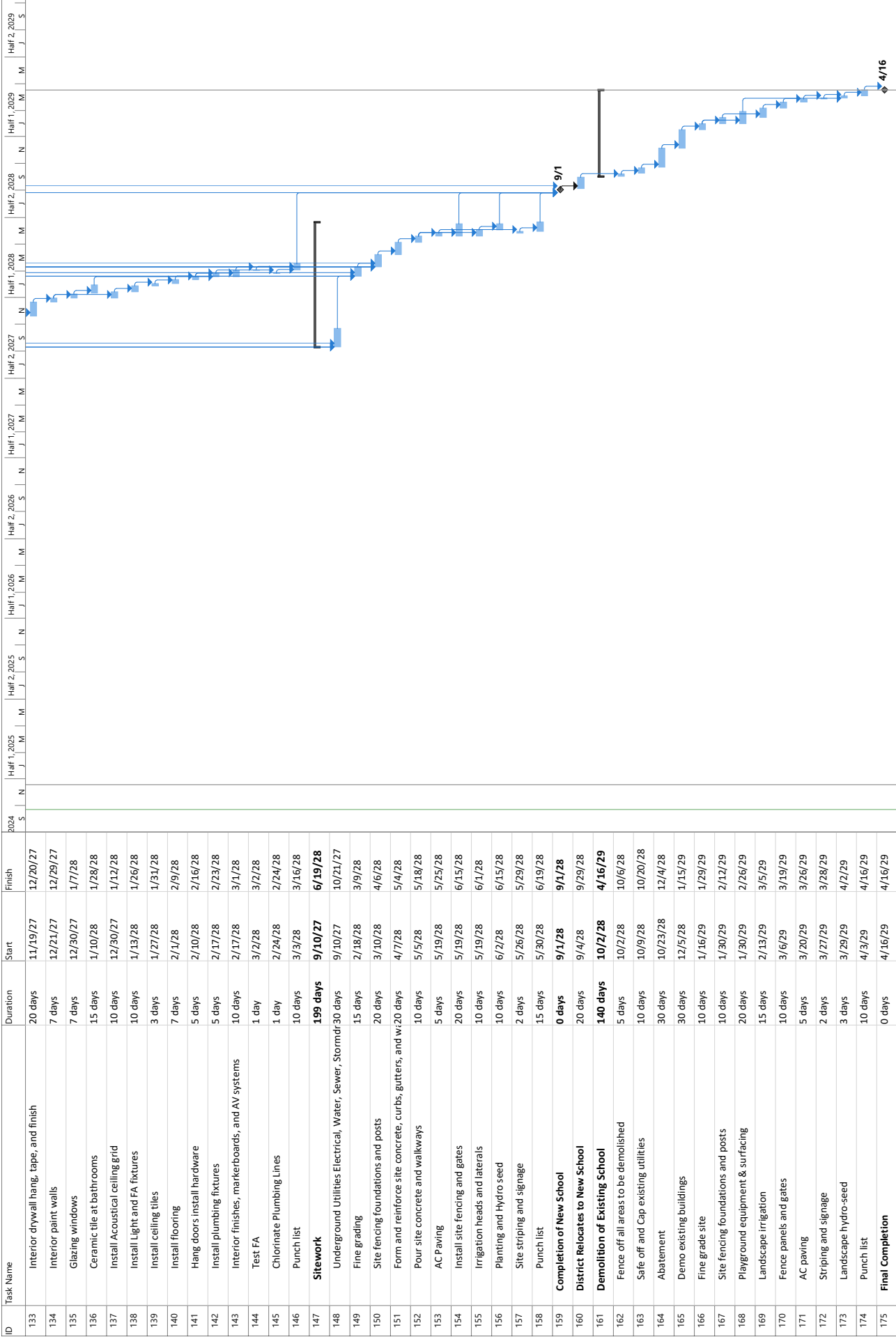
Summary Project Summary Inactive Task

Start-only Finish-only

Duration-only Manual Summary Rollup Manual Summary

External Milestone Deadline Progress

Manual Progress



Dr. Lopez Academy
Date: 10/23/24

Task Split Milestone

Summary Project Summary Inactive Task

Start-only Finish-only

Duration-only Manual Summary Rollup Manual Summary

External Milestone Deadline Progress

Manual Progress

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

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:

- February 5, 2025 Regular Board 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 February 5, 2025 Regular Board Meeting \(13 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Brian Melanephy, Clerk

Monica Madrigal Lopez, Member

Rose Gonzales, Member

Cynthia Salas, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Superintendent

Vacant

Assistant Superintendent,
Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent,
Educational Services

Scott Carroll, Ed.D.

Acting Assistant Superintendent,
Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, February 5, 2025

5:00 PM - Open Meeting

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 Assistant 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

February 5, 2025

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:05 p.m.

Present: Trustees Cynthia Salas, Rose Gonzales, Monica Madrigal Lopez, Brian Melanephy, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Acting Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Katie Salas, 5th grade student in Mr. Reyes's class at Sierra Linda School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Katie Salas, 5th grade student in Mr. Reyes's class at Sierra Linda School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Sierra Linda School

Jorge Mares, Principal, Sierra Linda School, provided a presentation about Sierra Linda.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following changes:

- Item C.1 – Establishment and Abolishment of Positions (Caroll/Fuentes)– *item is being moved from Consent to Action at the Board's request.*
- Item C.7 – Approval of Amendment #002 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 (Hubbard/CFW) - *item is being moved from Consent to Action at the Board's request.*
- Item C.10 - Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez (Fox) - *item is being moved from Consent to Action at the Board's request.*

Motion #24-84 Adoption of Agenda as Amended

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

February 5, 2025

A.6. Presentation of the Fremont Academy Reconstruction Project (Hubbard/CFW)

Ernesto Flores with Caldwell Flores Winters introduced Mel Tan, Bob Simons, and Xavier Salas with SVA Architects, who provided a "fly-through" presentation and information relative to the Fremont Middle School Reconstruction Project.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.8. Closed Session

The Board convened to closed session at 5:59 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
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- OAH Case #2024090571
- OAH Case #2024090702

- 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 Evaluation
- Acting Assistant Superintendent, Human Resources

A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:19 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #24-85 Approval of Final Settlement Agreement - OAH Case #2024090571

Mover: Brian Melanephy

Secoder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Motion #24-86 Approval of Final Settlement Agreement - OAH Case #2024090702

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

The newly appointed Oxnard School District administrator was introduced to the Board of Trustees:

- Kayla Nelson, Manager, Special Education

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #24-87 Approval of Consent Agenda as Amended

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

C.1. Establishment and Abolishment of Positions (Carroll/Fuentes)

Item moved to Action at Adoption of Agenda.

C.2. Personnel Actions (Carroll/Fuentes)

As presented.

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

C.3. Approval of the Revised 2024-2025 Classified Employee Monthly and Hourly Salary Schedules for Classified Employees (Carroll/Fuentes)

In order to comply with the new California minimum wage law that mandates a minimum wage of \$16.50 per hour for all employers effective January 1, 2025, in the amount of \$2,898.00, to be paid from the General Fund.

C.4. Ratification of Change Order #2 to Agreement #23-228 – WPS Roofing – Roofing Project at ESC (Hubbard)

For additional labor and materials needed for unforeseen conditions not visible prior to removal of the existing roofing on the ESC Roofing project., in the amount of \$43,321.63, to be paid out of Deferred Maintenance Funds.

C.5. Enrollment Report (Núñez)

As presented.

C.6. Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Núñez)

To designate Scott Carroll, Acting Assistant Superintendent, Human Resources, as Representative, and Norma Magaña, Risk Manager, as Alternate, to the VCSSFA Board.

Section C: APPROVAL OF AGREEMENTS

C.7. Approval of Amendment #002 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 (Hubbard/CFW)

To put an allowance in place under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extend the Site Lease and Sub Lease Agreements through the completion of the Phase 1 and Phase 2 portions of the Rose Ave. Elementary School Reconstruction Project, in the amount of \$7,500,000.00, to be paid out of Master Construct and Implementation Funds.

C.8. Approval of Amendment #1 to Agreement #24-98 – Dr. Olvera Psychology (DeGenna/Jefferson)

To continue supporting the Special Education Department with independent psychological and educational consulting services as required in the 2024-2025 school year, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

C.9. Approval of Amendment #1 to Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)

To cover the additional cost incurred due to underestimating the amount of staff, primarily Para Educators, that were due for a CPR certification renewal and to pay the remaining balance for the training services provided for 2024-2025, in the amount not to exceed \$500.00, to be paid out of Special Education Funds.

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

C.10. Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez (Fox)

To provide in-person professional development sessions on common core standards in Spanish to teachers and staff for TK-6th grade levels, February 6, 2025 through June 30, 2025, in the amount of \$32,000.00, to be paid from LCFF Funds.

C.11. Approval of Agreement #24-194 - Action Preparedness Training (Fox/Shea)

To provide CPR training and First Aid training to Enrichment & Specialized Programs staff as needed for the 2024-2025 school year, February 6, 2025 through June 30, 2025, in the amount not to exceed \$1,500.00, to be paid out of Expanded Learning Opportunities Program Funds.

Section C: RATIFICATION OF AGREEMENTS

C.12. Ratification of Allocations of Contract Contingency #18 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 (Hubbard/CFW)

For ratification of draws from the various funds that were set up within the GMP according to contract documents, at no additional fiscal impact.

Section D: ACTION ITEMS

D.1. Approval of Memorandum of Understanding, Agreement #24-191 (MOU) with the Oxnard Educators Association (OEA): Early Notification of Retirement/Resignation Incentive to Permanent Certificated Teaching Employees (Carroll)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, recommended that the Board of Trustees approve MOU/Agreement #24-191 with Oxnard Educators Association (OEA), to provide an Early Notification Incentive of \$3,000.00 to Permanent certificated teaching employees that submit an irrevocable letter of retirement/resignation by January 31, 2025, and in the amount of \$1,500.00 to Permanent certificated teaching employees that submit an irrevocable letter of retirement/resignation by February 14, 2025, in the total estimated amount of \$46,495.00, to be paid out of the General Fund.

Motion #24-88 Approval of Memorandum of Understanding, Agreement #24-191 (MOU) with the Oxnard Educators Association (OEA): Early Notification of Retirement/Resignation Incentive to Permanent Certificated Teaching Employees

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

D.2. Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Tentative Agreement #24-192 on the 2025-26 School Calendar (Carroll)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, recommended that the Board of Trustees approve tentative agreement #24-192 between the District and OEA on the 2025-2026 School Calendar, as presented

Motion #24-89 Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Tentative Agreement #24-192 on the 2025-26 School Calendar

Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.3. Ratification of David Hubbard Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources and Dr. Adalberto Fuentes, Director, Classified Human Resources, recommended that the Board of Trustees take action to ratify the 10% increase to David Hubbard's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled, amount not to exceed \$13,000.00, to be paid out of the General Fund.

Motion #24-90 Ratification of David Hubbard Working Out of Class - Assistant Superintendent of Business and Fiscal Services

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Ratify

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.4. Ratification of Patricia Nuñez Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources and Dr. Adalberto Fuentes, Director, Classified Human Resources, recommended that the Board of Trustees take action to ratify the 10% increase to Patricia Nuñez's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled, amount not to exceed \$12,000.00, to be paid out of the General Fund.

Motion #24-91 Ratification of Patricia Nuñez Working Out of Class - Assistant Superintendent of Business and Fiscal Services

Mover: Rose Gonzales

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

Seconder: Cynthia Salas

Moved To: Ratify

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.5. Approval of Agreement #24-193, SPSG Inc. (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended that the Board of Trustees approve Agreement #24-193 with SPSG Inc., to support the Oxnard School District with the implementation and design of the STOP Violence Prevent Program Grant, February 6, 2025 through September 30, 2027, in the amount not to exceed \$180,000.00, to be paid out of School Violence Prevention Program Grant Funds.

Motion #24-92 Approval of Agreement #24-193, SPSG Inc.

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.6. Acceptance of Oxnard School District Audit Report, June 30, 2024 (Núñez)

Patricia Núñez, Director of Fiscal Services, recommended that the Board of Trustees accept the Oxnard School District Audit Report, June 30, 2024, as presented.

Motion #24-93 Acceptance of Oxnard School District Audit Report, June 30, 2024

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Accept

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.7. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

Patricia Núñez, Director of Fiscal Services, recommended that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024, as presented.

Motion #24-94 Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024

Mover: Rose Gonzales

Second: Monica Madrigal Lopez

Moved To: Accept

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.8. Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

Patricia Núñez, Director of Fiscal Services, recommended that the Board of Trustees accept the Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024, as presented.

Motion #24-95 Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024

Mover: Rose Gonzales

Second: Monica Madrigal Lopez

Moved To: Accept

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.9. Establishment and Abolishment of Positions (Carroll/Fuentes)

Dr. Scott Carroll, Acting Assistant Superintendent of Human Resources, and Dr. Adalberto Fuentes, Director of Classified Human Resources, recommended that the Board of Trustees approve the establishment and abolishment of positions, as presented.

Motion #24-97 Approval of Establishment and Abolishment of Positions

Mover: Rose Gonzales

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.10. Approval of Amendment #002 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 (Hubbard/CFW)

David Hubbard, Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., recommended the Board's approval of Amendment #2 to Agreement #17-158 with Balfour Beatty Contractors, LLC, to put an allowance in place under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12,

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

2024 and extend the Site Lease and Sub Lease Agreements through the completion of the Phase 1 and Phase 2 portions of the Rose Ave. Elementary School Reconstruction Project, in the amount of \$7,500,000.00, to be paid out of Master Construct and Implementation Funds.

Motion #24-98 Approval of Amendment #002 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

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.11. Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-190 with Dr. Antonio F. Jiménez Jiménez, to provide in-person professional development sessions on common core standards in Spanish to teachers and staff for TK-6th grade levels, February 6, 2025 through June 30, 2025, in the amount of \$32,000.00, to be paid from LCFF Funds.

Motion #24-99 Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the November 20, 2024 Regular Meeting, as presented.

Motion #24-96 Approval of Minutes – November 20, 2024 Regular Meeting

Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna

- OSD Student Profile
- Remembering Rupert Oropeza
- Michael Holguin Retirement
- Migrant Family Conference at Frank 2/1/25
- National School Counseling Week February 3-7, 2025
- Family & Community Engagement Advisory Group at Frank
- 1/21/25 Shining Star 1/24/25
- VCSBA Dinner Meeting - Trustee Madrigal Lopez Recognition for Meritorious Service
- Partnering with Our Community 2/4/25
- Black History Event at Marshall 2/4/25
- February Observances

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

Monica Madrigal Lopez

- Thank you to everyone for their presentations today
- Reminder of the importance of providing opportunities for students regarding what is available to them for their futures

Cynthia Salas

- Attended VCSBA dinner meeting on 2/3/25 - very informative
- Congratulations to our district on being a great partner with the migrant program during Saturday's event
- Thank you for highlighting transportation - request celebrating transportation staff publicly
- Thank you for all presentations
- Reminder to community that we support students in expressing how they are feeling and learning about civic engagement process

Brian Melanephy

- Last Friday had Coffee with the Principal at Drifill - conversation turned to immigration concerns & uncertainties - reassured families that safety is our top priority and that schools are safe places
- Proud of the hard work that goes on here - appreciates everyone

Rose Gonzales

- Enjoyed attending VCSBA dinner meeting
- Attended PLC's at VCOE last week - there is a lot to learn

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

- Shared memories of Rupert Oropeza, paraprofessional in our district - condolences to his family
- Enjoyed attending Black History Event at Marshall 2/4/25
- Reminder to families and community that Black History is American history - diversity makes us better
- To our parents, we are with you

Veronica Robles-Solis

- Yesterday's meeting with community organization was very productive - connected agencies & resources
- Requested information re: ELOP programs that are being offered

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:34 p.m.

Motion to adjourn

Mover: Cynthia Salas

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 2nd day of April 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of February 5, 2025, 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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to 0410 BP Nondiscrimination in District Programs and Activities (Carroll)

The policy has been updated to align with recent legislative changes, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough. The revised policy will be presented for a second reading and adoption at the May 7, 2025, regular board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [0410 Policy Nondiscrimination_Ditricct_Programs_Activities \(14 pages\)](#)

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 | **Last Revised Date:** 05/07/2025 |

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board ~~of Trustees~~ is committed to providing equal opportunity for all individuals in ~~education~~district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race;_i color;_i ancestry;_i nationality;_i national origin;_i immigration status; ethnic group identification;_i ethnicity; age;_i religion;_i ~~marital~~_i pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; ~~parental status, family, or marital status~~_i reproductive health decisionmaking; physical or mental disability;_i medical condition; sex;_i sex stereotypes; sex characteristics; sexual orientation;_i gender;_i gender identity ~~or~~_i gender expression_i veteran or military status; or genetic information;_i ~~the~~ a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

~~District programs and activities shall also~~

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

~~Annually, the~~

~~The~~ Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. ~~He/she~~The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report ~~his/her~~the findings and recommendations to the Board after each review.

~~All~~

~~Except for allegations of sex discrimination or sex-based harassment,~~ allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with ~~the procedures specified in AR 1312.3 - Uniform Complaint Procedures.~~

~~Pursuant to 34 CFR 104.8 and 34 CFR 106.9~~Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

~~Pursuant to 34 CFR 104.8 and 106.8,~~ the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in ~~each announcement, bulletin, catalog, handbook~~the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application ~~form~~forms, or other materials distributed ~~to these groups. and, as applicable, to the public. As appropriate, such by the district. The~~ notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations ~~and shall be posted on the district's web site and, when available, district-supported social media.~~

as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that ~~parent~~parents/guardians can understand. In addition, when 15 percent or more of a school's students ~~speaks~~speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the ~~district provides~~district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services ~~when necessary~~ to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of ~~a service, program~~district services, programs, or ~~activity~~activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school ~~web sites~~websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or ~~principal~~designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to ~~the~~a school-sponsored function, program, or meeting.

The individual identified in ~~AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state ~~and~~ federal civil rights laws is hereby designated as the district's ADA coordinator. ~~He/she~~The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent, Human Resources ~~and Support Services~~
1051 South A Street
Oxnard, CA 93030
(805) 385.1501 Extension 2050

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

5 CCR 4600-4670

5 CCR 4900-4965

Ed. Code 200-262.4

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Prohibition of discrimination

Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: state policy
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973

34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 21-017R, December 2021
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 23-004, February 2023
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California’s K-12 Schools in Responding to Immigration Issues, April 2018
CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024
CSBA Publication	Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students, Recently Asked Questions, August 2023
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics, May 2024
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023
U.S. DOE, Office for Civil Rights Publication	Supporting Transgender Youth in School, June 2021
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011
U.S. DOE, Office for Civil Rights Publication	Nondiscrimination in Employment Practices in Education, August 1991
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Race and School Programming, August 2023
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOJ, Civil Rights Division Publication	Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments, April 2024
U.S. DOJ, Civil Rights Division Publication	Guidance on Web Accessibility and the ADA, March 2022
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
U.S. DOJ, Civil Rights Division Publication	2010 ADA Standards for Accessible Design, September 2010
Website	CSBA District and County Office of Education Legal Services
Website	California Office of the Attorney General
Website	World Wide Web Consortium, Web Accessibility Initiative

Website	Pacific ADA Center
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	California Civil Rights Department
Website	Equal Employment Opportunity Commission
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Health Care Services
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, September 2023

Cross References

Code	Description
0100	Philosophy
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1230	School-Connected Organizations
1230	School-Connected Organizations
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1240	Volunteer Assistance
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials

1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
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1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
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3260	Fees And Charges
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3270	Sale And Disposal Of Books, Equipment And Supplies
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3515.31	School Resource Officers
3530	Risk Management/Insurance
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3541.2	Transportation For Students With Disabilities
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals

3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4119.11	Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.9	Employee Notifications

4212.9	Employee Notifications
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.21	Professional Standards
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4319.22	Dress And Grooming
4331	Staff Development
4344	Complaints
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5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
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5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
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5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
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5146	Married/Pregnant/Parenting Students
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5148	Child Care And Development
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5148.2	Before/After School Programs
6000	Concepts And Roles
6020	Parent Involvement
6020	Parent Involvement
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6141	Curriculum Development And Evaluation
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6142.3	Civic Education
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6161.1	Selection And Evaluation Of Instructional Materials

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6162.5	Student Assessment
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6200	Adult Education
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7310	Naming Of Facility
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9220	Governing Board Elections
9220	Governing Board Elections
9320	Meetings And Notices
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to 4030 BP & AR Nondiscrimination in Employment (Carroll)

The policy and regulation have been updated to align with recent changes in laws, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough.

The revised policy and regulation will be presented for second reading and adoption at the May 07, 2025 regular board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy and regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [4030 Policy_Nondiscrimination in Employment \(12 pages\)](#)
[4030 Regulation_Nondiscrimination in Employment \(14 pages\)](#)

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: ~~11/02/2011~~05/01/2016 | **Last Revised Date:** 01/18/2023, 05/02/2025

The ~~Governing Board of Trustees~~ is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status, ~~pregnancy~~; physical or mental disability; medical condition; genetic information; veteran or military status; sex; ~~sex stereotypes~~; ~~sex characteristics~~; sexual orientation; gender; gender identity; gender expression; or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that ~~the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)~~ such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

Unless otherwise provided for in law, the district may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking ~~of~~ adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

~~a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status~~

a. Sex discrimination as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision-making

~~d.~~

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028).

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign ~~releases~~a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints ~~regarding~~concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator ~~as soon as practical after the incident~~within one workday. All other employees ~~are encouraged to~~shall report such incidents to their supervisor ~~immediately or~~designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. - However, when the district is notified that a complaint has been filed with the California Civil Rights Department ~~of Fair Employment and Housing~~, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	<u>Inalienable rights</u>
Civ. Code 51.7	<u>Freedom from violence or intimidation</u>
Ed. Code 200- 270 <u>262.4</u>	<u>Prohibition of discrimination</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
Gov. Code 12940-12954	Unlawful employment practices Unlawful employment practices
Gov. Code 12960-12976	<u>Unlawful employment practices; complaints</u>
Lab. Code 1030-1034	Lactation accommodation Lactation accommodation
Lab. Code 1197.5	Wages, hours, and working conditions Wages, hours and working conditions
Lab. Code 1197.5	Wages, hours and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement Division of Labor Standards Enforcement
Pen. Code 422.56	<u>Definitions; hate crimes</u>

Federal**Description**

20 USC 1681-1688

Title IX of the Education Amendments of 1972;
discrimination based on sex

28 CFR 35.101-35.190

Americans with Disabilities Act

29 CFR 1636

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Implementation of the Pregnant Workers Fairness Act

29 USC 218d

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Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act

29 USC 621-634

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34 CFR 104.8

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Notice of Nondiscrimination on the Basis of Handicap

34 CFR 106.1-106.82

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Discrimination on the basis of sex; effectuating Title IX

34 CFR 110.1-110.39

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42 USC 12101-12213

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42 USC 2000d-2000d-7

Title VI, Civil Rights Act of 1964

42 USC 2000e-2000e-17

Title VII, Civil Rights Act of 1964, as amended

42 USC 2000ff-2000ff-11

~~Genetic Information Nondiscrimination Act of 2008~~
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42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs Age discrimination in federally assisted programs
Executive Order 11246	Equal Employment Opportunity
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
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CA Civil Rights Department Publication	Sexual Harassment, January 2023
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896

U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, June 2023
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance on Harassment in the Workplace, April 2024
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
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Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 08/24/2016 | ~~Last Revised Date: 05.07.2025~~ | ~~Last Reviewed Date: 08/24/2016~~

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to ~~coordinate~~organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Human Resources ~~and Support Services~~
1051 South A Street
Oxnard, CA 93030
805-385-1501 extension 2050

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation ~~against~~in district ~~employees, volunteers, interns, and job applicants~~employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, including sex-based harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)
- ~~1.2.~~2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, ~~to employees, volunteers, interns, job applicants, and the general public~~ by: (5 CCR 4960; 34 CFR 100.6, 106.98)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's ~~web-site~~website and providing easy access to them through district-supported social media, when available
3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
- a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending a copy via email with an acknowledgment return form
 - c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy
4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)
- a. The district does not discriminate on the basis of sex in any education program or activity that it operates
 - b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights
 - c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator
 - d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints
 - e. How to report conduct that may constitute sex discrimination under Title IX
 - f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

- 2.5. Provide to employees a handbook ~~that~~which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available

to ~~anyone~~employees who ~~feels that he/she has~~believe they have been the victim of any discriminatory or harassing behavior

- ~~3.6.~~ Provide training ~~to employees, volunteers, and interns~~ regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

- ~~4.7.~~ Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection

- ~~8.~~ For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Any complaint ~~by an employee or job applicant~~ alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant ~~who is an employee shall~~ may inform ~~his/her a direct~~ supervisor. ~~However, if the, another supervisor is the person against whom the employee is complaining, the employee shall inform, the coordinator or, the Superintendent. A job applicant shall inform or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the coordinator or the Superintendent or designee complaint.~~

The complainant may ~~file a written complaint in accordance with this procedure, or if he/she is an employee, may~~ first attempt to resolve the situation informally with ~~his/her the~~ complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, ~~other any available~~ evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint

has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be ~~revealed~~disclosed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, ~~he/she shall begin~~ the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out ~~his/her~~the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator ~~also~~ shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to ensure that prevent further incidents ~~do not occur~~. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of ~~his/her~~the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the ~~complainant~~parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report ~~also~~ shall also include any corrective action(s) that have been or will be taken to address the behavior, ~~correct the effect~~ provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment ~~does not occur~~.

is prevented. The report shall be presented to the ~~complainant, the person accused, and the Superintendent or designee.~~

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board ~~of Trustees~~: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either ~~the California Department of Fair Employment and Housing (DFEH)~~ California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. ~~To file~~For filing a ~~valid~~ complaint with ~~DFEH~~CRD ~~alleging a violation of Government Code 12940-12952~~, within ~~one year~~three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 ~~(Government Code 12960)~~
2. ~~To file~~For filing a ~~valid~~ complaint ~~directly~~ with EEOC, within 180 days of the alleged discriminatory act(s) ~~(42 USC 2000e-5)~~
3. ~~To file~~For filing a ~~valid~~ complaint with EEOC after first filing a complaint with ~~DFEH~~CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by ~~DFEH~~CRD, whichever is earlier ~~(42 USC 2000e-5)~~

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction <u>Harassment and discrimination prevention and correction</u>
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation <u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11027-11028	National origin and ancestry discrimination <u>National origin and ancestry discrimination</u>

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200- 270 262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation accommodation Lactation accommodation
Lab. Code 1197.5	Wages, hours, and working conditions Wages, hours and working conditions
Lab. Code 1197.5	Wages, hours and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504 Rehabilitation Act of 1973; Section 504

34 CFR 100.6	Title VI; Compliance information Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008 Genetic Information Nondiscrimination Act of 2008
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs Age discrimination in federally assisted programs
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CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024

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CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023
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Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
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1113	District And School Websites District And School Websites
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1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance Volunteer Assistance
1240	Volunteer Assistance Volunteer Assistance
1312.1	Complaints Concerning District Employees Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1313	Civility
3312	Contracts Contracts
3530	Risk Management/Insurance Risk Management/Insurance
3530	Risk Management/Insurance Risk Management/Insurance
3580	District Records District Records

3580	District Records District Records
3600	Consultants Consultants
3600-E PDF(1)	Consultants
4000	Concepts And Roles Concepts And Roles
4032	Reasonable Accommodation Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection Recruitment And Selection
4111.2	Legal Status Requirement Legal Status Requirement
4111.2	Legal Status Requirement Legal Status Requirement
4112.4	Health Examinations Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.5	Criminal Record Check Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4112.8	Employment Of Relatives Employment Of Relatives
4112.9	Employee Notifications Employee Notifications
4112.9-E PDF(1)	Employee Notifications Employee Notifications
4113.5	Working Remotely Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights Civil And Legal Rights
4119.11	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4119.12- E-PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4119.22	Dress And Grooming <u>Dress And Grooming</u>
4119.23	Unauthorized Release Of Confidential/Privileged Information <u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.41	Employees With Infectious Disease <u>Employees With Infectious Disease</u>
4131	Staff Development <u>Staff Development</u>
4144	Complaints <u>Complaints</u>
<u>4144</u>	<u>Complaints</u>
4151	Employee Compensation <u>Employee Compensation</u>
4154	Health And Welfare Benefits <u>Health And Welfare Benefits</u>
4154	Health And Welfare Benefits <u>Health And Welfare Benefits</u>
<u>4161.5</u>	<u>Military Leave</u>
<u>4161.8</u>	<u>Family Care And Medical Leave</u>
4211	Recruitment And Selection <u>Recruitment And Selection</u>
4211.2	Legal Status Requirement <u>Legal Status Requirement</u>
4211.2	Legal Status Requirement <u>Legal Status Requirement</u>
4212.4	Health Examinations <u>Health Examinations</u>
<u>4212.41</u>	<u>Employee Drug Testing</u>
<u>4212.41</u>	<u>Employee Drug Testing</u>
<u>4212.6</u>	<u>Personnel Files</u>
4212.8	Employment Of Relatives <u>Employment Of Relatives</u>
4212.9	Employee Notifications <u>Employee Notifications</u>
4212.9- E-PDF(1)	Employee Notifications <u>Employee Notifications</u>
<u>4213.5</u>	<u>Working Remotely</u>
4218	Dismissal/Suspension/Disciplinary Action <u>Dismissal/Suspension/Disciplinary Action</u>

4218	<u>Dismissal/Suspension/Disciplinary Action</u> <u>Dismissal/Suspension/Disciplinary Action</u>
<u>4218.1</u>	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.1	<u>Civil And Legal Rights</u> <u>Civil And Legal Rights</u>
4219.11	<u>Sex Discrimination and Sex-Based Harassment</u> <u>Sex Discrimination and Sex-Based Harassment</u>
4219.11	<u>Sex Discrimination and Sex-Based Harassment</u> <u>Sex Discrimination and Sex-Based Harassment</u>
4219.12	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u> <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219.12-E PDF(1)	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u> <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219.22	<u>Dress And Grooming</u> <u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u> <u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.41	<u>Employees With Infectious Disease</u> <u>Employees With Infectious Disease</u>
4231	<u>Staff Development</u> <u>Staff Development</u>
4244	<u>Complaints</u> <u>Complaints</u>
<u>4244</u>	<u>Complaints</u>
4251	<u>Employee Compensation</u> <u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u> <u>Health And Welfare Benefits</u>
<u>4261.5</u>	<u>Military Leave</u>
<u>4261.8</u>	<u>Family Care And Medical Leave</u>
4311	<u>Recruitment And Selection</u> <u>Recruitment And Selection</u>
4311.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>
4311.2	<u>Legal Status Requirement</u> <u>Legal Status Requirement</u>

4312.4	Health Examinations Health Examinations
<u>4312.41</u>	<u>Employee Drug Testing</u>
<u>4312.41</u>	<u>Employee Drug Testing</u>
<u>4312.6</u>	<u>Personnel Files</u>
4312.8	<u>Employment Of Relatives</u> Employment Of Relatives
4312.9	<u>Employee Notifications</u> Employee Notifications
4312.9-E PDF(1)	<u>Employee Notifications</u> Employee Notifications
<u>4313.5</u>	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u> Civil And Legal Rights
4319.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4319.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4319.12	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E PDF(1)	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.22	<u>Dress And Grooming</u> Dress And Grooming
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u> Unauthorized Release Of Confidential/Privileged Information
4319.41	<u>Employees With Infectious Disease</u> Employees With Infectious Disease
<u>4331</u>	<u>Staff Development</u>
4344	<u>Complaints</u> Complaints
<u>4344</u>	<u>Complaints</u>
4351	<u>Employee Compensation</u> Employee Compensation
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits
4354	<u>Health And Welfare Benefits</u> Health And Welfare Benefits

<u>4361.5</u>	<u>Military Leave</u>
<u>4361.8</u>	<u>Family Care And Medical Leave</u>
<u>5145.71</u>	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
<u>5145.71</u>	<u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
9000	<u>Role Of The BoardRole Of The Board</u>
<u>9321</u>	<u>Closed Session</u>
<u>9321</u>	<u>Closed Session</u>
<u>9321</u>	<u>Closed Session</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – 4033 BP (New): Lactation Accommodation (Carroll)

The proposed policy is introduced to align with recent legislative changes, as recommended by the California School Boards Association (CSBA). This is a completely new policy, with all new language highlighted in red. It will be presented for a second reading and adoption at the May 7, 2025, regular board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [4033 Policy_ Lactation Accommodation \(five pages\)](#)

Policy 4033: Lactation Accommodation

Status: ADOPTED

Original Adopted Date: 05/07/2025 | **Last Revised Date:** 05/07/2025 |

The Governing Board recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1; 34 CFR 106.57)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or

location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area, and shall meet the following requirements: (Labor Code 1031; 29 USC 218d; 34 CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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

2 CCR 11035-11051

29 USC 218c

Description

Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions

Fair Labor Standards Act; protections for employees

Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 6382	Procedure for listing hazardous substances
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
Management Resources	Description
CA Department of Industrial Relations Publication	Rest Periods/Lactation Accommodation, Frequently Asked Questions
California Civil Rights Department Decision	Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
California Department of Public Health Publication	Lactation Accommodation for Employers
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
Federal Register	Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 78, No. 244, pages 80073-80079
Office of the Surgeon General Publication	The Surgeon General's Call to Action to Support Breastfeeding, 2011
U.S. DoL, Wage and Hour Div., Publication	Education FAQs
U.S. DoL, Wage and Hour Div., Publication	Frequently Asked Questions - Pumping Breast Milk at Work

U.S. DoL, Wage and Hour Div., Publication	<u>Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023</u>
U.S. HHS Office on Women's Health Publication	<u>The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Equal Employment Opportunity Commission</u>
Website	<u>California Department of Industrial Relations, Division of Labor and Standards Enforcement</u>
Website	<u>California Department of Public Health</u>
Website	<u>California Women, Infants and Children Program</u>
Website	<u>Centers for Disease Control and Prevention</u>
Website	<u>Health Resources and Services Administration</u>
Website	<u>Office of the Surgeon General</u>
Website	<u>U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work</u>

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4344	Complaints
4344	Complaints
4361.8	Family Care And Medical Leave

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to 1312.3 BP and AR Uniform Complaint Procedures (Carroll)

The policy and regulation have been updated to align with recent changes in laws, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the attached policy and regulation, as presented.

ADDITIONAL MATERIALS:

Attached: [1312.3 Policy_ Uniform Complaint Procedures \(four pages\)](#)

[1312.3 Regulation_ Uniform Complaint Procedures \(ten pages\)](#)

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 05/04/2022 |

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10299.12)
9. Course periods without educational content, (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, ~~marital status, pregnancy, parental status~~, physical or mental disability, medical condition, ~~sex, sexual orientation, gender, gender identity, gender expression~~, or genetic information; ~~or~~ any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; ~~or~~ based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

~~10. Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group~~

consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homeless~~ness students~~, students from military families, ~~and~~ students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
13. Local control and accountability plan (Education Code 52075)
14. Migrant education (Education Code 54440-54445)
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
16. Student fees (Education Code 49010-49013)
17. Reasonable accommodations to a lactating student (Education Code 222)
18. Regional occupational centers and programs (Education Code 52300-52334.7)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
20. School safety plans (Education Code 32280-32289)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State preschool programs (Education Code 8207-8225)
23. State preschool health and safety issues in license-exempt programs (Education Code 8212)
24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one

student and no adult. However, mediation shall not be offered or used to resolve any complaint ~~involving sexual assault or~~ where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with federal, state, ~~and local federal~~ laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity ~~in which the district exercises substantial control over the context and respondent~~, was subjected to sexual conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment as defined in 34 CFR 106.230 ~~shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71—Title IX Sexual Harassment Complaint Procedures.~~

Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in

3.

4. ~~Any~~ Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

4. Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 05/04/2022 |

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board Policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 -Nondiscrimination/Harassment responsible for handling complaints regarding unlawful such as discriminatory harassment, intimidation, or bullying and in AR 5145.7 ~~-- Sexual~~ Discrimination and Sex-Based Harassment for handling complaints regarding ~~sexual~~ discrimination and sex-based harassment.

Assistant Superintendent, Human Resources
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certificatedhr@oxnardsd.org

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, ;applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination harassment, intimidation, or bullying); applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim

measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in ~~the section~~ "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the district will post a standardized notice of the educational and graduation requirements rights of foster youth, students experiencing homelessness ~~students~~, children of military families, ~~and~~ former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on the district and district school web-sites, published in handbooks, catalogs, announcements, bulletins, and application forms, and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints except for those that allege sex discrimination, including sex-based harassment, shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600; 34 CFR 106.2)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630) For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. (5 CCR 4630) The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. ~~When a~~ complaint alleging unlawful discrimination harassment, intimidation, or bullying is AR 1312.3(f) filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint ~~involving an allegation of sexual assault or~~ where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also

notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant of law,
3. Corrective actions, whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. (Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination based on state law harassment, intimidation, and bullying, based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination harassment, intimidation, or bullying, involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For the purpose, the Superintendent or designee may download and post a notice available from the CDE web site.(Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent

or designee shall make all reasonable efforts to investigate any complaint within their authority (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: April 02, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures (Carroll)

The regulation and exhibits have been updated to align with recent changes in laws, as recommended by the California School Boards Association (CSBA). Updates include the addition of new language, identified in red underline, and the removal of outdated language, indicated in red strikethrough.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the attached regulation and exhibits, as presented.

ADDITIONAL MATERIALS:

Attached: [1312.4 Regulation_Williams UCP \(eight pages\)](#)
[1312.4 Exhibit -E\(1\)_Williams UCP \(seven pages\)](#)
[1312.1 Exhibit -E\(2\)_Williams UCP \(ten pages\)](#)

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 12/14/2022 |

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A ~~pupil~~student does not have access to textbooks or instructional materials to use at home or after school
This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more ~~than 20 percent~~ English ~~learner~~learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the time period from the first day ~~pupils~~students attend classes for a year-long course or semester-long course, though not later than 20 business days afterwards. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of ~~pupils~~students or staff:

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or ~~air conditioning~~air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5:

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, ~~or~~and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to ~~make repairs; repair the facility~~. (Education Code 35292.5)

In any school serving students any of grades ~~63~~-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available- and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Additionally, starting July 1, 2026, in any school that has more than one female and more than one male restroom designated exclusively for student use, a complaint may be filed alleging noncompliance with the requirements specified in Education Code 35292.5 to maintain at least one all-gender restroom for student use. (Education Code 35292.5)

Forms and Notices

The Superintendent or designee shall ensure that the district's [a Williams](#) complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. ~~(Education Code 35186; 5 CCR 4680)~~ (Education Code 35186; 5 CCR 4680)

A complaint alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the district. Any such complaint shall identify the basis and provide evidence to support its filing directly with the SPI. (Education Code 35186)

If the Superintendent or designee becomes aware that a complaint alleging insufficient textbooks or instructional materials has been filed directly with the SPI but not with the district, the Superintendent or designee may initiate an investigation in accordance with this administrative regulation, as described below, if there is sufficient evidence to do so.

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction (SPI) within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR [4610, 4687](#))

However, no other type of complaint regarding the condition of school facilities as described in the section "Types of Complaints" above may be appealed to the SPI. (Education Code 35186; 5 CCR [4610, 4687](#))

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

~~The~~
On a quarterly basis, the Superintendent or designee shall report to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints ~~to the Board and the County Superintendent of Schools on a quarterly basis.~~ The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. ~~These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting.~~ (Education Code 35186; 5 CCR 4686)

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

5 CCR 4600-4670

5 CCR ~~4600~~[4680](#)-4687

5 CCR 4690-4694

Ed. Code 1240

Description

Uniform complaint procedures

~~Uniform complaint procedures and Williams~~
~~complaints~~[Williams uniform complaint procedures](#)

~~Health and safety complaints in license-exempt~~
~~preschool programs~~[Health and safety complaints in](#)
[license-exempt preschool programs](#)

[County superintendent of schools; duties](#)

Ed. Code 17592.72	School Facility Emergency Repair Account; urgent or emergency repairs
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials
Federal	Description
20 USC 6314	Title I schoolwide program
Management Resources	Description
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024
CSBA Publication	Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024
Website	California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services

Website	State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan Local Control And Accountability Plan
0460	Local Control And Accountability Plan Local Control And Accountability Plan
1100	Communication With The Public Communication With The Public
1250	Visitors/Outsiders Visitors/Outsiders
1250	Visitors/Outsiders Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials Complaints Concerning Instructional Materials
1312.2-E PDF(1)	Complaints Concerning Instructional Materials Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1340	Access To District Records Access To District Records
1340	Access To District Records Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies Sale And Disposal Of Books, Equipment And Supplies

3270	Sale And Disposal Of Books, Equipment And Supplies <u>Sale And Disposal Of Books, Equipment And Supplies</u>
3514	Environmental Safety <u>Environmental Safety</u>
3514	Environmental Safety <u>Environmental Safety</u>
3514.2	Integrated Pest Management <u>Integrated Pest Management</u>
3517	Facilities Inspection <u>Facilities Inspection</u>
<u>3517</u>	<u>Facilities Inspection</u>
3550	Food Service/Child Nutrition Program <u>Food Service/Child Nutrition Program</u>
3550	Food Service/Child Nutrition Program <u>Food Service/Child Nutrition Program</u>
4112.2	Certification <u>Certification</u>
4112.2	Certification <u>Certification</u>
<u>4112.22</u>	<u>Staff Teaching English Learners</u>
4113	Assignment <u>Assignment</u>
4113	Assignment <u>Assignment</u>
4144	Complaints <u>Complaints</u>
<u>4144</u>	<u>Complaints</u>
4244	Complaints <u>Complaints</u>
<u>4244</u>	<u>Complaints</u>
4344	Complaints <u>Complaints</u>
<u>4344</u>	<u>Complaints</u>
5145.3	Nondiscrimination/Harassment <u>Nondiscrimination/Harassment</u>
5145.3	Nondiscrimination/Harassment <u>Nondiscrimination/Harassment</u>
6142.92	Mathematics Instruction <u>Mathematics Instruction</u>
6143	Courses Of Study <u>Courses Of Study</u>
6143	Courses Of Study <u>Courses Of Study</u>
6161. 411 <u>1</u>	Supplementary Instructional Materials <u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>

6161.11	E-PDF(1)	Supplementary Instructional Materials Supplementary Instructional Materials
6161.2		Damaged Or Lost Instructional Materials Damaged Or Lost Instructional Materials
6163.1		Library Media Centers Library Media Centers
9000		Role Of The Board Role Of The Board
9012		Board Member Electronic Communications Board Member Electronic Communications
9200		Limits Of Board Member Authority Limits Of Board Member Authority
9322		Agenda/Meeting Materials Agenda/Meeting Materials

Exhibit 1312.4-E(1): Williams Uniform Complaint Procedures

Status:
ADOPTED

Original Adopted Date: 10/19/2011 | Last Revised Date: 12/14/2022 |

See PDF on the next page.

Exhibit 1

NOTICE TO PARENTS/GUARDIANS/~~PUPILS, STUDENTS,~~ AND TEACHERS

K-12 COMPLAINT RIGHTS

Parents/Guardians, ~~Pupils~~Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. ~~For there to be sufficient textbooks and instructional materials,~~

That means each ~~pupil~~student, including an English ~~learners~~learner, must have a textbook or instructional ~~material~~materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

This includes the identification and resolution of emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff.

- ~~1.~~ There should be no teacher vacancies or misassignments.

There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. ~~–~~The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

3.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

~~Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized~~

~~certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.~~

~~2.~~

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form ~~can~~may be obtained at the school office or district office, or downloaded from the school or district ~~web site~~website. You may also download a copy of the California Department of Education (CDE) complaint form from ~~the following web site:~~ <http://www.cde.ca.gov/re/cp/uc>. ~~CDE's, website when available.~~ However, a complaint need not be filed using either the district's complaint form or the complaint form from ~~the California Department of Education~~CDE.

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 4600-4670	Uniform complaint procedures
5 CCR 4600 <u>4680</u> -4687	Uniform complaint procedures and Williams complaints <u>Williams uniform complaint procedures</u>
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs <u>Health and safety complaints in license-exempt preschool programs</u>
Ed. Code 1240	County superintendent of schools; duties <u>County superintendent of schools; duties</u>
Ed. Code 17592.72	School Facility Emergency Repair Account; urgent or emergency repairs <u>School Facility Emergency Repair Account; urgent or emergency repairs</u>
Ed. Code 200-270	Prohibition of discrimination <u>Prohibition of discrimination</u>
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying <u>Student protections relating to discrimination, harassment, intimidation, and bullying</u>
Ed. Code 33126	School accountability report card <u>School accountability report card</u>
Ed. Code 35186	Williams uniform complaint procedures <u>Williams uniform complaint procedures</u>
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness <u>Restrooms; maintenance and cleanliness</u>
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations <u>Exercise of free expression; time, place, and manner rules and regulations</u>

Ed. Code 48950	Speech and other communication Speech and other communication
Ed. Code 48985	Notices to parents in language other than English Notices to parents in language other than English
Ed. Code 51501	Nondiscriminatory subject matter Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials Penalty for insufficiency of textbooks and instructional materials
Federal	Description
20 USC 6314	Title I schoolwide program Title I schoolwide program
Management Resources	Description
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024 Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024 Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024
CSBA Publication	Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024 Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024
Website	California County Superintendents Educational Services Association California County Superintendents Educational Services Association
Website	CSBA District and County Office of Education Legal Services CSBA District and County Office of Education Legal Services

Website	State Allocation Board, Office of Public School Construction State Allocation Board, Office of Public School Construction
Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References

Management Resources

Description

Website	Department of Justice
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website Code	California Department of Education

~~Cross References~~

~~Description~~

0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan Local Control And Accountability Plan
0460	Local Control And Accountability Plan Local Control And Accountability Plan
1100	Communication With The Public Communication With The Public
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4344	Complaints Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment Nondiscrimination/Harassment
6142.92	Mathematics Instruction
6143	Courses Of Study
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Cross-References

~~6142.92~~

~~6143~~

~~6143~~

Description

~~Mathematics Instruction~~

~~Courses Of Study~~

~~Courses Of Study~~

6161.11	<u>Supplementary Instructional Materials</u>
6161.11-E PDF(1)	<u>Supplementary Instructional Materials</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9000	<u>Role Of The Board</u>
9012	<u>Board ——— Member ——— Electronic Communications</u>
9200	<u>Limits Of Board Member Authority</u>
9322	<u>Agenda/Meeting Materials</u>

Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 12/14/2022 | **Last Revised Date:** 12/14/2022

See PDF on the next page.

Exhibit 1312.4-E(2): Complaint Form

K-12 COMPLAINT FORM:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, including emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

~~1.~~ Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

1.

~~a.~~ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required

instructional materials to use in class:-

-
- a.- A student does not have access to textbooks or instructional materials to use at home or after school:-

This does not require two sets of textbooks or instructional materials for each student:-

- b. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage:-

- c.- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials:-

-

2.- Teacher vacancy or misassignment:- (Education Code 35186; 5 CCR 4682)

2.-

- a.- A semester begins and a teacher vacancy exists:-

A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a ~~onesemester~~one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.— (5 CCR 4600)

- b.- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more ~~than 20 percent~~ English learners in the class:-

This does not relieve the district from complying with state or federal law regarding teachers of English Learners.

- c.- A teacher is assigned to teach a class for which the teacher lacks subject matter competency

-

3.- Facilities conditions:- (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

3.-

-
- a.- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff while at school including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district:-

-

~~a.b.~~ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, ~~or~~ and paper towels or functional hand dryers.

~~b.c.~~ For a school serving students in any of grades 63-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.

d. Starting July 1, 2026, for a school that has more than one female and more than one male restroom designated exclusively for student use, the school has not maintained at least one all-gender restroom for student use in accordance with Education Code 35292.5

~~e.~~ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes.

This does not apply when temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to ~~make repairs.~~ repair the facility.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as ~~necessary~~ you wish to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

(principal or designee)

(address)

Please be aware that you may file a complaint directly with the Superintendent of Public Instruction if you are alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to

remedy the deficiency.

Please provide a signature below. If you wish to remain anonymous, a signature is not required. – However, all complaints, even anonymous ones, should be dated.

Signature

Date

~~Please file this complaint at the following location:~~

~~Assistant Superintendent, Human Resources (principal or designee)~~

~~Oxnard School District~~

~~1051 South A Street~~

~~Oxnard, California 93030~~

~~Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.~~

~~(Signature)~~

~~(Date)~~

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 4600-4670	Uniform complaint procedures
5 CCR 4600 <u>4680</u> -4687	Uniform complaint procedures and Williams complaints <u>Williams uniform complaint procedures</u>
5 CCR 4690-4694	Health and safety complaints in license-exempt preschool programs <u>Health and safety complaints in license-exempt</u> <u>preschool programs</u>
Ed. Code 1240	County superintendent of schools; duties <u>County</u> <u>superintendent of schools; duties</u>
Ed. Code 17592.72	School Facility Emergency Repair Account; urgent or emergency repairs <u>School Facility Emergency Repair</u> <u>Account; urgent or emergency repairs</u>
Ed. Code 200-270	Prohibition of discrimination <u>Prohibition of discrimination</u>
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying <u>Student</u> <u>protections relating to discrimination, harassment,</u> <u>intimidation, and bullying</u>
Ed. Code 33126	School accountability report card <u>School accountability</u> <u>report card</u>
Ed. Code 35186	Williams uniform complaint procedures <u>Williams uniform</u> <u>complaint procedures</u>
Ed. Code 35292.5-35292.6	Restrooms; maintenance and cleanliness <u>Restrooms;</u> <u>maintenance and cleanliness</u>
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations <u>Exercise of free expression; time, place,</u> <u>and manner rules and regulations</u>
Ed. Code 48950	Speech and other communication <u>Speech and other</u> <u>communication</u>
Ed. Code 48985	Notices to parents in language other than English <u>Notices</u> <u>to parents in language other than English</u>

Ed. Code 51501	Nondiscriminatory subject matter Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials Requirements for instructional materials
Ed. Code 60119	Hearing on sufficiency of instructional materials Hearing on sufficiency of instructional materials
Ed. Code 60150	Penalty for insufficiency of textbooks and instructional materials Penalty for insufficiency of textbooks and instructional materials

Federal

20 USC 6314

Description

~~Title I schoolwide program~~Title I schoolwide program

Management Resources

CA Office of the Attorney General
Publication

Description

~~Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024~~Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024

CSBA Publication

~~Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024~~Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024

CSBA Publication

~~Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024~~Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024

Website

~~California County Superintendents Educational Services Association~~California County Superintendents Educational Services Association

Website

~~CSBA District and County Office of Education Legal Services~~CSBA District and County Office of Education Legal Services

Website	State Allocation Board, Office of Public School Construction <u>State Allocation Board, Office of Public School Construction</u>
<u>Website</u>	<u>Department of Justice</u>
<u>Website</u>	<u>U.S. Department of Education, Office for Civil Rights</u>
<u>Website</u>	<u>CSBA</u>
<u>Website</u>	<u>California Department of Education</u>

Cross References

Management Resources

<u>Website</u>	<u>Department of Justice</u>
<u>Website</u>	<u>U.S. Department of Education, Office for Civil Rights</u>
<u>Website</u>	<u>CSBA</u>
<u>Website</u> Code	<u>California Department of Education</u>

Cross References

0410	Description Nondiscrimination In District Programs And Activities <u>Nondiscrimination In District Programs And Activities</u>
0460	Local Control And Accountability Plan <u>Local Control And Accountability Plan</u>
0460	Local Control And Accountability Plan <u>Local Control And Accountability Plan</u>
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4344	Complaints

5145.3	Nondiscrimination/Harassment <u>Nondiscrimination/Harassment</u>
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<u>6142.92</u>	<u>Mathematics Instruction</u>
<u>6143</u>	<u>Courses Of Study</u>
<u>6143</u>	<u>Courses Of Study</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.11</u>	<u>Supplementary Instructional Materials</u>
<u>6161.2</u>	<u>Damaged Or Lost Instructional Materials</u>
<u>6163.1</u>	<u>Library Media Centers</u>
<u>9000</u>	<u>Role Of The Board</u>
<u>9012</u>	<u>Board Member Electronic Communications</u>
<u>9200</u>	<u>Limits Of Board Member Authority</u>
<u>9322</u>	<u>Agenda/Meeting Materials</u>

~~Cross-References~~

6142.92	<u>Mathematics Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6161.11	<u>Supplementary Instructional Materials</u>
6161.11 E-PDF(1)	<u>Supplementary Instructional Materials</u>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 02, 2025

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: April 02, 2025

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: April 02, 2025

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas ___, Gonzales ___, Madrigal Lopez ___, Melanephy ___, 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, March 28, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A