

# 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  
**Kristen Pifko**  
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, September 17, 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](https://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**

September 17, 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**

David De Los Santos, Principal, Fremont School, will introduce Isaac Cortez, 7th grade student at Fremont, 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 Leah Adams and in Spanish by Alizee Rosas, both 8th grade students at Fremont School.

### **A.4. Presentation by Fremont School**

David De Los Santos, Principal, Fremont School, will provide a short presentation to the Board regarding Fremont. 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 re: Feedback Processes for Identifying Future Needs and Professional Development (Fox)**

The Assistant Superintendent of Educational Services will present the processes used to elicit feedback from staff, students, families, and community partners in order to identify future needs, guide professional development planning, and strengthen opportunities for community voice.

### **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

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

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- Y.V. v. Oxnard SD, Case #GHC0058142
- T.S. v. Oxnard SD, Case #2023-CUOE011382

- 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(s) Evaluation
  - Superintendent

#### **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. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

Introduction of newly appointed Oxnard School District administrators:

- Michael Adame, Assistant Principal, Fremont
- Leticia Beltran, Interim Assistant Principal, Curren

#### **A.12. Update on Immigration Impact (DeGenna)**

The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

### **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

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el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

**B.2. Public Hearing: Sunshine of the California School Employees Association (CSEA) and the Oxnard School District's (District) Initial Proposals for 2025-2026 Negotiations, Pursuant to Government Code Section 3547 (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees conduct a public hearing to authorize the District to enter into contract negotiations with CSEA for the 2025-2026 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**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. 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.2. Approval of Out of State Conference Attendance (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Ana DeGenna, Superintendent, Dr. Danielle Jefferson, Director of Special Education, and Amanda Kemp, Soria School Principal, to attend the Foundations 1 - Introduction to Compassionate Systems Framework in Santa Fe, NM, October 20-22, 2025, in the amount not to exceed \$3,500.00 per attendee, to be paid out of the General Fund.

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**C.3. Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

It is the recommendation of the Director of Special Education and the Superintendent that the Board of Trustees approve out-of-state conference attendance for Devon Vail, Speech Language Pathologist, to attend the Assistive Technology Industry Association (ATiA) Conference and Exhibition in Orlando, FL, January 29-31, 2026, in the amount not to exceed \$2,000.00, to be paid out of OSSA Funds.

**C.4. Ratification of Change Order #1 to Agreement #23-304 – Kamala School Chiller Replacement Project (Pifko/Bennett)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities that the Board of Trustees ratify Change Order #1 to Agreement #23-304 with Bon Air, Inc., for a specification issue identified in Request for Information (RFI) No. 1 and the provision and installation of one new HFD3030 circuit breaker to support the circulation pump for the chiller replacement at Kamala Elementary School, in the amount of \$7,864.86, to be paid out of Deferred Maintenance Funds.

**C.5. Approval of Change Order #001 to Agreement #23-238 with Enviroplex for the Marina West Elementary School ECDC (Pifko/Bennett/CFW)**

It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 to Agreement #23-238 with Enviroplex, for associated costs for the delivery and installation of the new classroom buildings into three crane placements in addition to adding TV mounts and additional drinking fountains noted during the design process, in the amount of \$95,842.98, to be paid out of Master Construct and Implementation Funds.

**C.6. Approval of Allowance Allocation #001 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Allowance Allocation #001 to Agreement #24-143 with Viola Contractors for the Modernization Project at McAuliffe Elementary School, in the amount of \$150,000.00, at no additional fiscal impact, to be funded from the flooring allocation contained with the GMP.

**C.7. Approval of Resolution No. 25-07 Adoption of Appropriations Limit Calculation (GANN) for 2024-25 (Pifko/Núñez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services that the Board of Trustees adopt Resolution No. 25-07 establishing the District's Appropriations Limit for the 2024-25 and 2025-26 fiscal years, as required by law.

**C.8. Approval of Proposition 28: Arts and Music in Schools Funding Annual Report, Fiscal Year 2024-25 (Pifko/Núñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Fiscal Services that the Board of Trustees approve Proposition 28: Arts and Music in Schools Funding Annual Report, Fiscal Year 2024-25.

**C.9. Purchase Order/Draft Payment Report #25-02 (Pifko/Reyes)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #25-02, as submitted.

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## **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

### **C.10. Approval of Amendment #002 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Amendment #002 to Agreement #24-143 with Viola Constructors, for the Modernization Project at McAuliffe Elementary School, to increase funds for the project in order to demolish and reinstall new flooring in the remaining Phase 2-4 classrooms, in the amount of \$239,140.33, to be paid out of Master Construct and Implementation Funds.

### **C.11. Approval of Agreement #25-132 – Leadership Associates, LLC (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-132 with Leadership Associates, LLC, to provide three (3) days of executive advising services to the Assistant Superintendent of Human Resources, and an additional three (3) days of executive advising services to the Assistant Superintendent of Educational Services, September 18, 2025 through June 30, 2026, in the amount of \$13,500.00, to be paid out of the General Fund.

### **C.12. Approval of Agreement #25-133 – ARC Document Solutions, LLC. (Pifko/Bennett)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #25-133 with ARC Document Solutions, LLC, to provide high-quality scanning, indexing, and reorganization services, September 18, 2025 through June 30, 2026, in the amount of \$115,423.80, to be paid out of Routine Restricted Maintenance Funds.

### **C.13. Approval of Agreement #25-135 – Document Shredding Specialists (Pifko/Reyes)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Agreement #25-135 with Document Shredding Specialists, to provide equipment and services for the secure collection and destruction of Confidential Materials, September 18, 2025 through June 30, 2026, in the amount of \$10,000.00 districtwide, to be charged to the end user's budget.

### **C.14. Approval of Agreement #25-136 – EQ Landscaping, Inc. (Pifko/Bennett)**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-136 with EQ Landscaping, Inc., to provide professional landscaping services across all Oxnard School District sites and locations to establish baseline system maintenance until internal staffing is stabilized, September 18, 2025 through December 31, 2025, in the amount of \$35,280.00, to be paid out of Routine Restricted Maintenance Funds.

## **Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

### **C.15. Ratification of Agreement #25-130 – University of Southern California – Student Teacher (Carroll/Cordes)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-130 with

the University of Southern California, for Oxnard School District to provide supervised teaching experiences for University students within a public school environment, August 15, 2025 through June 30, 2028, at no cost to Oxnard School District.

**C.16. Ratification of Agreement #25-131 – University of Southern California, Unpaid Internship (Carroll/Cordes)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-131 with University of Southern California, for Oxnard School District to provide University students with supervised internship experience in a public school setting, August 15, 2025 through June 30, 2028, at no cost to Oxnard School District.

**Section D: ACTION ITEMS**

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

**D.1. Approval of the Updated Substitute/Extra Help Certificated Employees' Pay Schedule (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the updated Substitute/Extra Help Certificated Employees' Pay Schedule, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Approval of Marshall School's SPSA for 2025-2026 School Year- School Plan for Student Achievement (Fox/Thomas)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of School Performance and Student Outcomes that the Board of Trustees approve the SPSA for Marshall School for the 2025-2026 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Approval of Allowance Allocation #6 from 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 (Pifko/Bennett/CFW)**

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It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #6 from 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, in the amount of \$1,154,340.00 to be paid from the Enhanced Master Construct Program, at no increase to the Project Budget.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Approval of Agreement #25-134 – Highland Electric Fleets, LLC. (Pifko/Galván)**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-134 with Highland Electric Fleets, LLC, to provide Oxnard School District with a turnkey transition from CNG (Compressed Natural Gas) school buses to electric school buses, covering consulting, procurement, installation, training, charge management, and operations, September 18, 2025 through June 30, 2037, in the amount of \$4,683,369.76, to be paid out of the Clean Heavy-Duty Vehicles Grant Program and the General Fund.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**D.5. Approval of the Oxnard School District 2024-25 Unaudited Actuals Financial Report (Pifko/Núñez)**

It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the Oxnard School District 2024-25 Unaudited Actuals Financial Report and authorize its filing with the Ventura County Office of Education.

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 BP/AR 1312.3: Uniform Complaint Procedures (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP/AR 1312.3: Uniform Complaint Procedures for First Reading, as presented. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025, regular board meeting.

### **F.2. First Reading - Revisions to AR 3512 Equipment (Pifko/Núñez)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revisions to AR 3512 Equipment, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025 regular Board meeting.

### **F.3. First Reading – Revisions to BP/AR 4030: Nondiscrimination in Employment (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP/AR 4030: Nondiscrimination in Employment, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025, regular board meeting.

### **F.4. First Reading – Revisions to BP 4033: Lactation Accommodation (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP 4033: Lactation Accommodation, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025, regular board meeting.

### **F.5. First Reading - Revisions to Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5131.7 Weapons and Dangerous Instruments, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025 regular Board Meeting.

### **F.6. First Reading - Revisions to Board Policy BP/AR 5132 Dress and Grooming (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5132 Dress and Grooming, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025 regular Board Meeting.

### **F.7. First Reading - Revisions to Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5144.1 Suspension and Expulsion/Due Process, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the October 1, 2025 regular Board Meeting.

### **F.8. First Reading - Revisions to Board Policy AR 5144.2 Suspension and Expulsion/Due**

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**Process (Students with Disabilities) (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees receive the revisions to AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities), as presented for First Reading. The revised policy will be presented for Second Reading and Adoption at the October 1, 2025 regular Board Meeting.

**F.9. Second Reading and Adoption– Revisions to BP/AR 1240: Volunteer Assistance (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP/AR 1240 Volunteer Assistance, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**F.10. Second Reading and Adoption – Revisions to BP/AR 4119.11, 4219.11, 4319.11: Sexual Harassment (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP/AR 4119.11, 4219.11, 4319.11: Sexual Harassment, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

**F.11. Second Reading and Adoption – Revisions to AR/Exhibit 4119.12, 4219.12, 4319.12: Title IX Sexual Harassment Complaint Procedures (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to AR/Exhibit 4119.12, 4219.12, 4319.12: Title IX Sexual Harassment Complaint Procedures, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, Robles-Solis \_\_\_\_

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**Section G: CONCLUSION**

**G.1. Future Agenda Items (DeGenna)**

The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<u>Item</u>	<u>Proposed Meeting Date</u>
Discussion of public comments process	10/9/25 (Special)
Board Rotation	10/9/25 (Special)
Discussion of Talent Search program	10/15/25
Hiring Practices/Processes	11/5/25
Recognition of Teacher Activities with Non-Profits	12/17/25
Issues with Parking at Sites	TBD

**G.2. 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.3. 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.4. 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, September 12, 2025.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section A: Study Session

### **Study Session re: Feedback Processes for Identifying Future Needs and Professional Development (Fox)**

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The Assistant Superintendent of Educational Services will present the processes used to elicit feedback from staff, students, families, and community partners in order to identify future needs, guide professional development planning, and strengthen opportunities for community voice. This presentation will highlight how feedback is collected, analyzed, and applied to inform decision-making and continuous improvement.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Informational

#### **ADDITIONAL MATERIALS:**

**Attached:** [Presentation \(20 pages\)](#)

# Professional Development: Input & Feedback

Oxnard School District – Educational Services

September 17, 2025



# Our Commitment

## Educational Services

We are committed to hearing and considering the needs of students, staff, families, and community members in all our professional development decisions.

## Triangulation Approach

### Multiple Perspectives

Input is gathered from various community groups to ensure comprehensive understanding of professional development needs.

### Balanced Decision-Making

Decisions integrate diverse viewpoints to create well-rounded professional learning opportunities.

### All Voices Heard

All feedback is considered when determining professional development, ensuring that professional learning reflects diverse perspectives and needs.

# Types of Professional Learning

## District-Driven (Required)

Based on our Strategic Plan and district vision, these mandatory sessions ensure consistent expectations and instructional practices across all schools.

- Aligned with district priorities
- Standardized implementation
- System-wide coherence

## Staff- and School-Driven (Responsive)

Based on specific site, team, or individual staff needs, delivered through various formats including workshops, collaboration time, and coaching.

- Customized to local needs
- Flexible delivery methods
- Teacher-initiated learning

# Who Leads Professional Learning



## TOSAs

Teachers on Special Assignment are specially trained in coaching and facilitation techniques to support their colleagues' professional growth.



## Consultants

External experts are utilized during the rollout stage of new initiatives to provide specialized knowledge and support.



## Trainer-of-Trainers Model

TOSAs receive initial training and then provide professional development to teachers, building sustainable capacity throughout the district.

# How We Collect Input



## Formal Channels

- **Curriculum Council:** Regular meetings with teacher representatives to discuss instructional needs.
- **Job-Alike Meetings:** Specialized sessions for teachers, principals, and other staff.
- **Focus Groups:** Targeted discussions on topics like Biliteracy and Technology integration.
- **LCAP Surveys & Meetings:** Community input is gathered through our Local Control and Accountability Plan process.



## Informal Channels

- **End-of-Session Evaluations:** Immediate feedback collection after professional development sessions.
- **Ongoing Community Member Feedback:** Continuous input from staff, families, and students via various channels.
- **Google Surveys:** Digital surveys assess professional development needs and comfort with new initiatives.

# Real Survey: End-of-Year Student Reflection (Grades 3–7)

## Strengths

Students highlighted the value of meaningful friendships, engaging classroom activities, and memorable field trip experiences that enhanced their learning.

## Challenges

Students expressed concerns about math difficulties, overwhelming homework loads, and various school environment issues that impact their daily experience.

## Opportunities

Students desire opportunities to build curiosity across diverse subjects while fostering a stronger culture of kindness and mutual respect throughout the school community.

# Real Survey: End-of-Year Family Reflection

## Strengths

Families appreciate strong teacher relationships, meaningful field trip experiences, and engaging community events that bring families together.

## Challenges

Key concerns highlight the need to ensure safety, promote positive school climates, and improve communication with families.

## Opportunities

Families request expanded tutoring programs, enhanced mental health supports, and strengthened communication systems to better support student success.

# Real Survey: Teacher Feedback on Support Provided by Educational Services

## Strengths

Teachers value professional development opportunities, especially in-person sessions. They appreciate TOSA support and curriculum alignment efforts that enhance their teaching practice.

## Challenges

Teachers need more support in behavior management strategies, bilingual and special education resources, and increased TOSA presence at school sites.

## Opportunities

Teachers requested expanded collaborative professional development opportunities and increased access to classroom resources and materials.

# Building Safe, Supportive, and Enriching School Environments

## School Safety and Supervision

Families shared concerns about student behavior and playground supervision. Many emphasized the importance of ensuring safe and well-monitored environments for all students.

## Communication and Family Engagement

Families highlighted the need for stronger school-to-home communication. Positive experiences, such as family events, were valued as ways to strengthen school connections.

## Student Recognition and Enrichment

Families expressed interest in more opportunities to celebrate student achievements and provide enrichment activities.

### Key Takeaway

Families highlighted the importance of creating safe and supportive school environments, strengthening communication with families, and providing enrichment opportunities that promote student growth and well-being.

# Student Learning and Enrichment

## Academic Support Needs

Families identified needs for targeted support including after-school tutoring by qualified staff and earlier intervention in math and literacy.

## Differentiated Learning

Parents emphasized the importance of differentiated learning that balances academic support with enrichment for high-achieving students, including those identified as GATE.

## Technology Balance

Families expressed interest in balancing technology use with more hands-on activities such as reading, writing, and fine motor development.

### Key Takeaway

Family feedback highlights the importance of safe, supportive learning environments, stronger interventions and enrichment opportunities that equips staff to meet diverse student academic needs.

# Staff LCAP Survey: Professional Development Feedback

## Behavior & Social-Emotional Learning

Restorative Practices, PBIS implementation, and comprehensive behavior and SEL support strategies.

## Inclusive Instructional Practices & Academic Training

Universal Design for Learning and Project-Based Learning to support all learners, along with early literacy methodologies and enhanced mathematics training for improved student outcomes.

## Role-Specific Development

Targeted training for paraeducators, counselors, new teachers, and teachers supporting students receiving special education services.

### Key Takeaway

Staff feedback highlights the critical need for professional development in behavior and social-emotional support, inclusive academic practices, and specialized training tailored to diverse roles to enhance effective student learning.

# Teacher Google Survey: Beginning of the Year

Gathering teacher feedback on MTSS professional development and implementation

## Strong Understanding

Teachers demonstrate solid grasp of MTSS, UDL, compliance responsibilities, and data use in PLCs.

## Confidence Gap

Most responses show "Agree" vs. "Strongly Agree" - awareness exists but application depth is still developing.

## Key Strengths

Legal compliance (504, IEP, FAPE), data-driven instruction, and framework alignment are solid foundations.

# Growth Areas & 2025-26 Action Plan

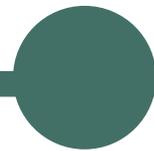
## Identifying Key Growth Areas

- Classroom application of UDL strategies
- Effective Tier 2 & Tier 3 interventions
- Data-driven student monitoring
- Supporting Emergent Multilingual Learners & students receiving special education services
- Addressing the needs of students identified as gifted

## Translating Needs into Professional Learning Focus

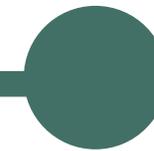
- Restorative & trauma-informed practices
- Enhanced PLC structures
- Practical MTSS tools with coaching
- UDL modeling & differentiation

# How We Respond to Data



## Communication

Share results with broader school community to maintain open dialogue about professional learning priorities and outcomes.



## Developing & Adjusting PD

Professional development opportunities will be designed and refined based on the overall findings gathered through input.

# Action-Oriented Response System



- **Adjustments**

Modify professional development opportunities based on feedback to better serve teacher learning needs.

- **Strengthened Protocols**

Improve communication systems based on staff feedback and identified areas for growth.

- **Enhanced TOSA Presence**

Increase Teacher on Special Assignment support across schools to provide more personalized, on-site professional learning opportunities.

- **Expanded Focus Areas**

Professional development will focus on creating environments that support every student academically, emotionally and socially while addressing critical learning needs.

# Next Steps (2025–2026)

The comprehensive professional development plan for the upcoming year addresses key group priorities through strategic, targeted training opportunities.



# Direct Staff Input System

Our streamlined request system ensures every staff member can access professional learning, coaching, or resources exactly when they need them.

1

## Submit Request

Staff complete simple  
Google Form anytime

2

## Review

Leadership reviews and  
responds to all requests

3

## Customized Support

Tailored response  
delivered to meet specific  
needs

Direct Link: <https://forms.gle/kD5ek75QeeP3e4qp8>

# Continuous Improvement Loop

## Real-Time Feedback

Staff provide input on professional learning needs and effectiveness

## Impact Measurement

Monitor effectiveness and gather new feedback for next cycle



## Review

Leadership team analyzes feedback and identifies action steps

## Immediate Action

Adjustments made to professional learning programs and support

# Our Commitment to Excellence

## Listening & Responding

We actively listen to staff, students, and families, ensuring their voices shape our professional learning priorities.

## Strategic Alignment

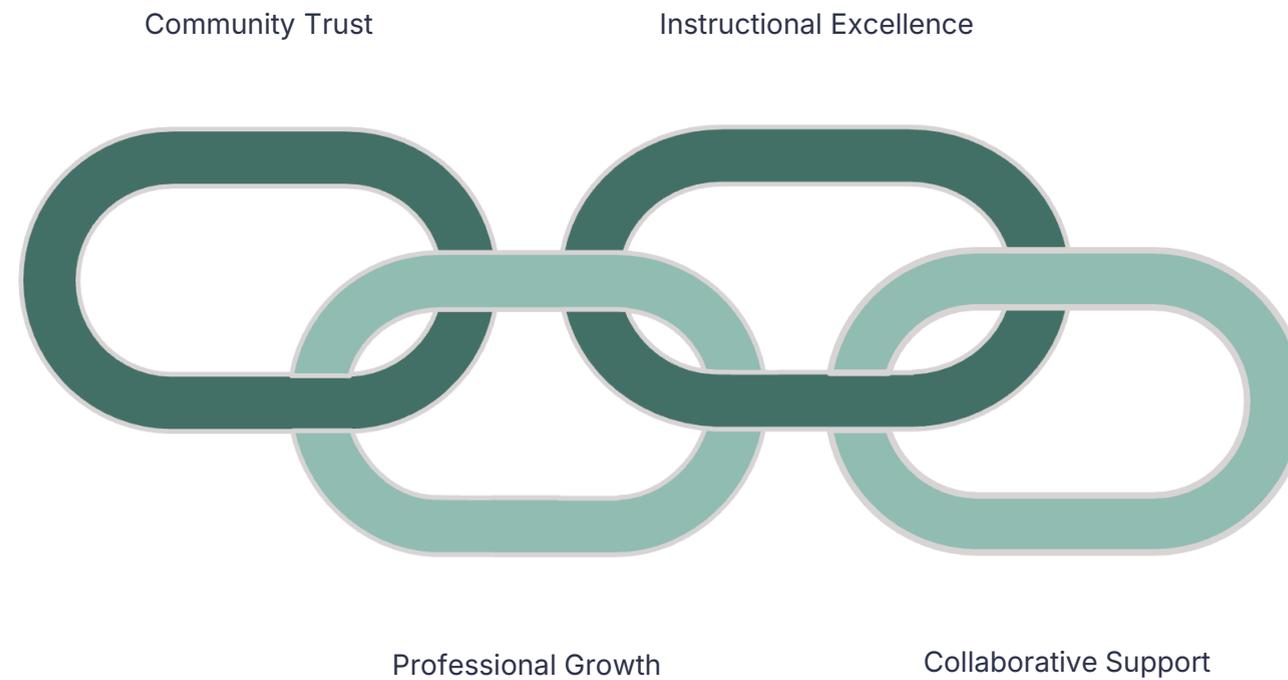
All professional development aligns with district goals and our unwavering commitment to educational equity.

## Practical Impact

We ensure professional learning is practical, responsive, and creates measurable impact in classrooms.

# Thank You

We appreciate your time and support as we continue strengthening professional learning in Oxnard School District.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 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:** September 17, 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
- Y.V. v. Oxnard SD, Case #GHC0058142
- T.S. v. Oxnard SD, Case #2023-CUOE011382

- 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(s) Evaluation
  - Superintendent

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 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:** September 17, 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. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

---

Introduction of newly appointed Oxnard School District administrators:

- Michael Adame, Assistant Principal, Fremont
- Leticia Beltran, Interim Assistant Principal, Curren

#### **FISCAL IMPACT:**

Information only.

#### **RECOMMENDATION:**

The newly appointed administrators will be introduced to the Board of Trustees.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section A: Preliminary

### **Update on Immigration Impact (DeGenna)**

---

The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 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:** September 17, 2025

**Agenda Section:** Section B: Hearing

**Public Hearing: Sunshine of the California School Employees Association (CSEA) and the Oxnard School District's (District) Initial Proposals for 2025-2026 Negotiations, Pursuant to Government Code Section 3547 (Carroll)**

---

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2025-2026 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act and conduct this Public Hearing before the parties meet to negotiate the articles listed on the attached.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees authorize the District to enter into contract negotiations with CSEA for the 2025-2026 school year and any additional years, as may be mutually agreed upon by the parties.

**ADDITIONAL MATERIALS:**

**Attached:** [CSEA 2025-26 Reopener Initial Proposal FINAL \(1 page\)](#)

[District 2025-26 CSEA Sunshine Letter \(2 pages\)](#)

[Sunshine Articles for CSEA Negotiations for 2025-26 \( 1 page\)](#)



**California School Employees Association  
and its  
Oxnard Elementary Chapter 272  
Initial Proposal to Oxnard School District  
2025-2026 Reopener Initial Proposal**

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**Interest-Based Bargaining (IBB):**

The parties are engaged in interest-based bargaining (IBB), focusing on collaboration and mutual benefit. Our goal is to work together to find solutions that meet the needs of both parties. By understanding each other's interests and priorities, we believe we can create outcomes that support the long-term success of everyone involved. We hope to foster a positive and open dialogue where we can address key issues, explore options, and arrive at agreements that align with our shared goals. This Initial Proposal is written to reflect a non-adversarial approach and clearly state our intentions.

**ARTICLE 9. PAY ALLOWANCES**

CSEA expresses a commitment to establishing a competitive salary structure that will effectively attract and retain classified employees. This approach also aims to acknowledge the years of service provided by these individuals and to recognize the diverse work shifts of the classified bargaining unit.

**ARTICLE 13. HEALTH AND WELFARE BENEFITS**

CSEA is committed to ensuring fair, equitable, comprehensive, and cost-effective health and welfare benefits for all bargaining unit members. Additionally, CSEA aims to extend health and welfare benefits to bargaining unit members working less than six hours per day and retiree benefits.

**ARTICLE 17: TRANSFERS**

CSEA holds the position that requests for transfers are evaluated equitably and are based on the objective merit of the bargaining unit member. CSEA is committed to providing bargaining unit members with a fair and consistent process for transfers. CSEA will review the existing language regarding transfers to enhance clarity and streamline the procedures involved in posting and filling positions. This review aims to facilitate automatic transfers based on defined merit criteria and seniority.

**ARTICLE 20: LAYOFF AND REEMPLOYMENT**

CSEA seeks to review the language pertaining to layoffs and reemployment to ensure that it is explicit, compliant with applicable laws, and adequately safeguards the seniority of all members within the bargaining unit. Additionally, CSEA is interested in addressing displacement rights based on date of hire and seniority.

CSEA reserves the right to add to, delete from, or modify any proposals until a tentative agreement is reached, subject to the appropriate notice requirements under the law and CSEA policies.



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030

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## *HUMAN RESOURCES*

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August 29, 2025

Ms. Veronica Robles-Solis  
President, OSD Board of Trustees  
Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Robles-Solis,

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the Oxnard School District (District) and the California School Employees Association (CSEA) Chapter #272, the District would like to enter into contract negotiations for the 2025-2026 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to working collaboratively with CSEA, continuing the use of the Interest-Based Bargaining method during negotiations to address issues that arise for either party. The District negotiating team will include:

Dr. Scott Carroll, Assistant Superintendent, Human Resources  
Dr. Aracely Fox, Assistant Superintendent, Educational Services  
Ms. Kristen Pifko, Assistant Superintendent, Business Services  
Allison Cordes, Director, Human Resources  
Jason Corona, Director of Child Nutrition Services  
Mark Bennett, Director of Facilities  
Nauman Zaidi, Principal, Ritchen

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2027. Per the OSD-CSEA contract agreement, Article 9 (Pay Allowances) and Article 13 (Health and Welfare Benefits) shall be opened for negotiations. The District plans to negotiate the following two articles:

- Article 16 Leaves
- Article 24 Safety

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good-faith bargaining effort with CSEA and continuing the use of the interest-based bargaining approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the September 17, 2025, Board Meeting.

Respectfully,

Dr. Scott Carroll  
Assistant Superintendent, Human Resources

CC: Dr. Anabolena DeGenna, Superintendent  
Allison Cordes, Director, Human Resources  
Kristen Pifko, Assistant Superintendent, Business & Fiscal Services  
Victor Centeno, President, CSEA Chapter 272  
Lisa Towery, CSEA Labor Representative



# OXNARD SCHOOL DISTRICT

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## **The Oxnard School District and the California School Employees Association, Chapter 272 (CSEA)**

### **2025–2026 Initial Sunshine Proposals for Interest-Based Problem-Solving**

Under Article 29: Term of Agreement in the current CSEA bargaining agreement, both the District and CSEA submit their initial proposals for negotiations.

<b>District Proposals</b>	<b>CSEA Proposals</b>
<ul style="list-style-type: none"><li>• Article 16: Leaves</li><li>• Article 24: Safety</li></ul>	<ul style="list-style-type: none"><li>• Article 17: Transfers</li><li>• Article 20: Layoff, Reemployment, &amp; the Effects</li></ul>
<b>Mutual Agreement per CBA</b>	
<ul style="list-style-type: none"><li>• Article 9: Pay Allowances</li><li>• Article 13: Health and Welfare Benefits</li></ul>	

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 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:** [Certificated Personnel Items \(1 pg\)](#)  
[Classified Personnel Items \(1 pg\)](#)

**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**

Castillo, Luz	Intervention Service Provider, Marina West	2025/2026 School Year
Cruz, Cindy	Intervention Service Provider, Harrington	2025/2026 School Year
Leon, Juliana	Intervention Service Provider, Curren	2025/2026 School Year
Lopez, Marilu	Intervention Service Provider, Elm	2025/2026 School Year
McMurray, Traci	Intervention Service Provider, Ritchen	2025/2026 School Year
Melgoza, Julie	Intervention Service Provider, Chavez	2025/2026 School Year
Herrera, Jesus Jr	Substitute Teacher	2025/2026 School Year
Mattern, Darlene	Substitute Teacher	2025/2026 School Year

**Retirement**

Laraia, Dawn	Literacy Intervention Teacher, Marina West	September 30, 2025
Smathers, Dennis	PE Teacher, Fremont	September 30, 2025

**New Hires**

Arevalo Navarro, Ernesto	Custodian, Facilities 8 hrs./245 days	08/29/2025
Cortez, Marisol I	Paraeducator Special Education, McAuliffe School 5.75 hrs./183 days	08/20/2025
Decierdo, Sofia	Paraeducator Special Education, Fremont Academy 5.75 hrs./183 days	08/18/2025
Garcia, Julian A	Custodian, Marshall School 4 hrs./245 days	08/25/2025
Gonzalez Lopez, Anacelia	Custodian, Kamala School 5 hrs./245 days	09/02/2025
Rivas, Ivan	Custodian, Brekke School 5 hrs./245 days	08/28/2025
Rivera Jr, Lisandro J	Custodian, Facilities 8 hrs./245 days	08/28/2025
Toledano, Jose M	Custodian, Facilities 8 hrs./245 days	08/29/2025

**Limited Term/Substitutes**

Arellano, Adriana I	Paraeducator (Substitute)	08/18/2025
Ayala, Ashley C	After School Program Site Coordinator (Substitute)	08/07/2025
Gutierrez, Jessica P	Clerical (Substitute)	08/25/2025
Leal, Carolyn I	Campus Assistant (Substitute)	08/18/2025
Wade, Brittany H	Paraeducator (Substitute)	08/20/2025

**Transfers**

Macumba Iribarren, Linda S	Transportation Driver, Transportation 8 hrs./183 days	09/02/2025
Regalado, Juan M	Maintenance Worker II, Maintenance 8 hrs./245 days	09/02/2025

**Resignations**

Ancona Michelle	Paraeducator Special Education, Ritchen School 5.75 hrs./183 days	08/17/2025
Ellis, Douglas M	Paraeducator Special Education, Special Education 8 hrs./183 days	08/15/2025
Fernandez Lemus, Maria	Transportation Driver, Transportation 8 hrs./183 days	08/13/2025
Paredes Hernandez, Irlanda	Paraeducator Special Education, Frank Academy 5.75 hrs./183 days	08/14/2025
Silvia, Ana Maria	Child Nutrition Worker, Child Nutrition Services 5 hrs./185 days	08/13/2025
Torres, Ricardo A	Senior Payroll Technician, Budget and Finance 8 hrs./245 days	09/01/2025
Vega, Angelica U	Language Assessment Technician, Enrollment Center 5.5 hrs./245 days	09/01/2025

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Out of State Conference Attendance (DeGenna)**

---

The Board's approval is requested for Dr. Ana DeGenna, Superintendent, Dr. Danielle Jefferson, Director of Special Education, and Amanda Kemp, Soria School Principal, to attend the Foundations 1 - Introduction to Compassionate Systems Framework in Santa Fe, NM, October 20-22, 2025.

Compassionate Systems ties compassion and empathy into the academic work of our students and into the No Place for Hate initiative. Attendance at this event will provide attendees with the training for understanding and incorporating this work so that they can in turn bring the information back to present to other academic staff.

#### **FISCAL IMPACT:**

Not to Exceed \$3,500.00 per attendee for registration, travel, meals and lodging - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Dr. Ana DeGenna, Superintendent, Dr. Danielle Jefferson, Director of Special Education, and Amanda Kemp, Soria School Principal, to attend the Foundations 1 - Introduction to Compassionate Systems Framework in Santa Fe, NM, October 20-22, 2025, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Event Information \(4 pages\)](#)

# CENTER PROGRAMS

## NEWS & EVENTS

IN-PERSON ONLY

## Foundations I - Introduction to Compassionate Systems Framework in New Mexico | October 2025

October 20-22, 2025

8:00 am - 4:00 pm

Location: New Mexico School for the Deaf | 1060, Cerrillos Rd, Santa Fe NM 87505, United States

Facilitated by Mette Boell, Jane Drake, Gus Boll and Isamu Thung

This workshop is offered in partnership between the Center for Systems Awareness and the New Mexico School for the Deaf



This hands-on workshop offers a practice-based introduction to the tools and approaches that have been developed in support of “Compassionate Systems Change”. The compassionate systems framework incorporates learning tools in development for several decades from the diverse fields of living systems change, organizational learning and systems dynamics, contemplative traditions, neuroscience and social and emotional learning, and is now being used at both the level of classroom innovations in schools and education systems around the world, as well as for governance, healthcare and diverse organizational settings supporting collective leadership in shaping a more generative culture. We conceptualize compassion as an essentially systemic property of mind: to cultivate compassion is to be able to appreciate the systemic forces that influence people’s actions. It is the capacity to hold paradoxes – to see and sense the larger system with all its interdependence and interconnectedness and all the unintended consequences of human behavior – without judgment, but with real care for the system and everyone involved in it, in support of human and planetary flourishing.

The work for compassionate systems change was initiated in education in support of the young people throughout different cultures and circumstances who are confronted with the complex contradictions of the interconnected, interdependent systems in our world – we are in a global poly-crisis, the established alliances and old world structures are deteriorating and we see unprecedented high rates of depression, anxiety and mental distress among children and adults alike. If we are to shape a different future than the one we are currently heading towards, we must have the well-being of our future citizens at the heart of society. This sparked our original investment in compassionate systems change in education for the past decade – but now it is clear to us that focusing on education alone is not enough. Societies and communities must come together to hold our children's safety and wellbeing at heart, we aspire to be allies of educators in the support of greater geopolitical stability sparked by human decency, kindness and a profound sense of interconnectedness.

An essential question for the future of education is how do we help students to reflect on the consequences of the poly-crisis – both locally and globally – to learn to deeply understand and respond mindfully and compassionately rather than just feeling overwhelmed by the complexity of these systems. The same is true for adults. With the growing interest in education in social and emotional learning (SEL) and mindfulness today, we feel it is especially timely to show how these can combine with skills in understanding systems and complexity to establish a cognitive and affective foundation for global citizenship that can work across age, hierarchical positions, ethnicity and culture.

The overall aim of Foundations I - Introduction to Compassionate Systems Framework is to advance leaders who foster collaboration for compassionate systems change across organizational and hierarchical structures. Such leadership is a key dimension to support the profound changes needed for schools and education systems to become truly relevant for today's students and for society at large. Transforming systems is, ultimately, about transforming relationships among the people and institutions that shape how those systems function.

**The program is offered in partnership between the Center for Systems Awareness and the New Mexico School for the Deaf.**

## FACILITATORS



### Mette Miriam Boell

Visiting Research Scientist at MIT, Center for Systems Awareness Co-founder



### Jane Drake

Managing Director of Community and Resource Development



## Gustav Böll

Managing Director of Youth Programs



## Isamu Thung

Youth Leadership Team

PROGRAM OVERVIEW



WORKSHOP PLAN



LOGISTICS & REGISTRATION



REGISTRATION FORM



BROCHURE

Registration Deadline:

Please register by Friday, October 3, 2025

Questions: Please contact Miho at [mkito@systemsawareness.org](mailto:mkito@systemsawareness.org) for any questions.

Search website



## NEWSLETTER

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Out of State Conference Attendance (DeGenna/Jefferson)**

---

The Board's approval is requested for Devon Vail, Speech Language Pathologist, to attend the Assistive Technology Industry Association (ATiA) Conference and Exhibition in Orlando, FL, January 29-31, 2026. The conference will provide attendees the opportunity for professional growth in the provision of effective, evidence-based Augmentative and Alternative Communication (AAC) services by covering the latest research, tools, and implementation strategies in the field.

#### **FISCAL IMPACT:**

Not to Exceed \$2,000.00 - OSSA Funds

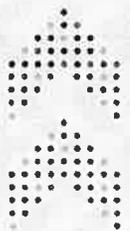
#### **RECOMMENDATION:**

It is the recommendation of the Director of Special Education and the Superintendent that the Board of Trustees approve out-of-state conference attendance for Devon Vail, Speech Language Pathologist, to attend the Assistive Technology Industry Association (ATiA) Conference and Exhibition in Orlando, FL, January 29-31, 2026, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Event Information \(4 pages\)](#)

# ATI A 2026



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Dear Devon,

This email confirms your registration for the ATIA 2026 Conference and Exhibition to be held January 29 – 31, 2026, at the Orlando World Center Marriott in Orlando, FL. This email is your official receipt and should be kept for your records. If you paid by Purchase Order, all payments must be mailed to: **ATIA Registration, 8324 Solutions Center, Chicago, IL 60677-8003 by March 2, 2026.**

Please verify all information is correct. To make any changes, log into the [Registration Service Center](#), email [registration@atia.org](mailto:registration@atia.org), or call 847-620-4471.

Registration Service Center & Mobile App Email: [dvail@oxnardsd.org](mailto:dvail@oxnardsd.org)

Registration Service Center & Mobile App Password: AZJS5844

Registration Barcode	Registration Information
 * 7 8 5 5 0 *	Devon Vail AAC Specialist Oxnard Elementary School District 1994 Pomegranate St Santa Paula, CA 93060-8001 E-mail: <a href="mailto:dvail@oxnardsd.org">dvail@oxnardsd.org</a>
<a href="#">If you are having trouble viewing the above barcode image, click here to print your barcode.</a>	

Sales Date	Description	Unit Price	Qty	Gross Amount
08/29/25	In-Person Orlando Full Conference Registration Attendee	\$580.00	1	\$580.00
08/29/25	In-Person Continuing Education Units (CEUs) ACVREP, AOTA, ASHA, CRC, IACET add-on	\$30.00	1	\$30.00
08/29/25	ATIA 2026 Celebration: Join us Thursday at 7:00 pm	\$0.00	1	\$0.00
<b>Total Sales</b>				<b>\$610.00</b>
08/29/25	Payment By AMEX Devon Vail *5110			(\$610.00)
<b>Balance Due</b>				<b>\$0.00</b>

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Thank you for registering for the ATIA 2026 In-Person CEUs. You will be eligible to receive CEUs for any sessions you have attended. Sessions may be approved for one or more types of CEUs (ACVREP, AOTA, ASHA, CRC or IACET). ATIA will be using the ATIA Learning Center to manage this process. Your CEU purchase information will be transferred to the ATIA Learning Center, and you will receive an email notification with next steps in the weeks prior to the conference. Please note you may apply for CEUs after the in-person conference opens on January 29, 2026. All in-person CEUs must be claimed by February 27, 2026. Please email [ceus@atia.org](mailto:ceus@atia.org) if you have any questions or visit [atia.org/ceus-in-person](http://atia.org/ceus-in-person).

**Meeting and Hotel Location**

Orlando World Center Marriott  
 8701 World Center Drive, Orlando, FL 32821

ATIA has secured a limited number of sleeping rooms at a special discounted rate. The negotiated room rate expires **January 9, 2026**, or when ATIA's room block has been filled. After that time, availability will be limited, and higher rates may apply. Be sure to book early!

Rate: \$244/night plus tax, inclusive of Modified Resort Fee. *Rate available Tuesday, January 27 through Sunday, February 1, as long as rooms are available. Dates before and after the conference book quickly, so please call the hotel directly if you have trouble.*

Check-in time: 4:00pm  
Check-out time: 11:00am

Phone Reservations: 1-407-239-4200, Toll Free: 1-800-621-0638 (Reference ATIA 2026 Annual Meeting)

Online reservations: <https://book.passkey.com/gv/220571117?glid=4818f8f6897c1c242377e107a4ce861c>

For more information about hotel and lodging, please visit: [www.atia.org/hotel](http://www.atia.org/hotel)

#### **Schedule-at-a-Glance**

Explore the ATIA 2026 [Schedule-at-a-Glance](#) for the in-person event in Orlando. Please note the conference opens on Thursday, January 30 at 1:00 p.m. and concludes on Saturday, January 31 at 2:00 p.m. Please consider these conference dates and times when booking your travel and lodging.

#### **Cancellation Policy**

A full refund will be granted to cancellations made in writing on or before Wednesday, October 1, 2025. Name changes and substitutions can be made with no additional fee. No refunds will be given for cancellations received on or after Thursday, October 2, 2025. Phone cancellations will not be accepted. Written cancellations must be sent by email to [registration@atia.org](mailto:registration@atia.org). ATIA reserves the right to make changes to all policies

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#### **Special Assistance**

If you requested special assistance on your registration form, we have noted this information. We're happy to help you find resources to accommodate special requirements. If you need to discuss your special accommodations, email [conference@atia.org](mailto:conference@atia.org). **PLEASE NOTE: Special requests must be made by Friday, December 12, 2025.**

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ATIA has zero-tolerance for any form of discrimination or harassment, including but not limited to sexual harassment by participants or our staff at our meetings. If you are the subject of, or witness to any violations, you can contact us through the ATIA staff office onsite or email us at [info@atia.org](mailto:info@atia.org).

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We look forward to seeing you in Orlando!

Thank you,  
ATIA Registration :  
Email: [registration@atia.org](mailto:registration@atia.org)

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Ratification of Change Order #1 to Agreement #23-304 – Kamala School Chiller Replacement Project (Pifko/Bennett)**

---

On June 5, 2024, the Board of Trustees approved the award of Formal Bid #23-10 and Agreement #23-304 for the Kamala School Chiller Replacement Project, totaling \$166,000.00.

Change Order #1, in the amount of \$7,864.86, is needed due to a specification issue identified in Request for Information (RFI) No. 1. The original bid documents specified a chiller that utilizes refrigerant 410A, which has since been discontinued. Bon Air Inc. proposed using a replacement chiller that operates with refrigerant R-454B.

Additionally, the scope of work under this change includes the provision and installation of one new HFD3030 circuit breaker to support the circulation pump for the chiller replacement at Kamala Elementary School.

#### **FISCAL IMPACT:**

\$7,864.86 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities that the Board of Trustees ratify Change Order #1 to Agreement #23-304 with Bon Air, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 \(32 Pages\)](#)

[Agreement #23-304, Bon Air, Inc. \(15 Pages\)](#)



# CHANGE ORDER

Date: 9/17/2025

CHANGE ORDER NO. 01

PROJECT: Kamala Chiller Replacement Project 2024

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

O.S.D. BID No. 23-10  
O.S.D. Agreement No. 23-304

ARCHITECT:

CONTRACTOR: Bon Air, Inc.  
11340 W. Olympic Blvd., #302  
Los Angeles, CA 90064

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

Attn: Far Abdoh

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.....	\$ 166,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 166,000.00
<u>NET CHANGE -</u>	<u>\$ 7,864.86</u>
Total Change Orders to Date: .....	\$ 7,864.86
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 01.....	\$ 173,864.86

Commencement Date: .....	6/10/2024
Original Completion Date: .....	9/24/2025
Original Contract Time: .....	470 Days
Time Extension for all Previous Change Orders: .....	0
Time Extension for this Change Order: .....	0
Adjusted Completion Date: .....	9/24/2025

Percentage .....

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Change in Chiller Product/Model		\$6,500.00		
2.	Provide and Install one new HFD3030 circuit breaker for circulation pump		\$1,364.86		
3.					
4.					
5.					
6.					
	Totals		\$7,864.86		

Total Change Order No.....\$ 7864.86

*\*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: \_\_\_\_\_

DIR. OF FACILITIES: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

**BON AIR INC.**

11340 West Olympic Blvd., # 302  
 Los Angeles, CA 90064  
 Tel: 310-575-1111 Fax: 310-479-0029

**Cost Proposal No. 2**

Date: 2/3/2025

To: Marcos Lopez  
 Oxnard School District

Project: Kamala ES chiller replacment

RE: Provide and Install new circuit breaker for Chill Water Pump

**Material & Equipment Take Off Estimate**

Description	Qty.	Unit Price	Extension
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total</b>			<b>\$ -</b>

**Direct Labor Expense**

Description	Qty.	Crew	Unit Price	Extension
	0	0	0.00	\$ -
	0	0.00	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
<b>Total</b>				<b>\$ -</b>

**Other Cost and Sub contractor**

Description	Qty.	Unit Price	Extension
Whitehead Electrical System	1	\$1,287.00	\$ 1,287.00
	1		\$ -
	1		\$ -
			\$ -
<b>Total</b>			<b>\$ 1,287.00</b>

A	Materials and Equipment	\$0.00	
B	Sales Tax on Equipment / Materials (7.50 %)	\$0.00	
C	Profit and overhead On material (15%)	\$0.00	
D	Direct Labor	\$0.00	
E	Profit and overhead On Labor (20%)	\$0.00	
F	Other Cost	\$1,287.00	
G	Profit and overhead On Sub (5%)	\$64.35	
H	Sub Total		\$1,351.35
	Bond(1%)		\$ 13.51
	<b>Total</b>		<b>\$ 1,364.86</b>

# Whitehead Electrical Systems, Inc.

## *Estimate for Change Order 1*

Bon Air  
Attn: Far Abdoh  
11340 W. Olympic Blvd.  
Los Angeles, CA 90064

January 24, 2025

Re: Kamala Chiller Retrofit

Far

Here is the estimate for the proposed installations.

### ***Change Order Scope of Work***

1. Provide and install one new HFD3030 circuit breaker for circulation pump.

**Estimate Total \$1,287**

Russell Whitehead  
805.523.9109



# SUBSTITUTION REQUEST

**Project:** Kamala Chiller Replacement Project 2024

**Contractor:** Bon Air Inc  
 11340 W. Olympic Blvd  
 #302  
 Los Angeles, CA 90064

**SUB. REQ.**

**NO.:** 1 O.S.D

**BID NO.:** 23-10

**Owner:** Oxnard School District  
 1055 South C Street  
 Oxnard, CA. 93030

**Item:** Chiller CH-1

**Specification Section:** Scope of Replacement Chiller Work

<p><b>We hereby submit for your consideration the following product comparison of the specified item and the proposed substitution:</b></p>		
Comparison:	Specified Item:	Substitution:
<b>1. Product Name/Model</b>	QTC3050THE17	YLAA0048HJ17XCB
<b>2. Manufacturer Information</b>	York	York
<b>3. Product Cost</b>	\$53,500	\$60,000
<b>4. Delivery Time</b>	Not Available	November 2024, Factory Stock - First Come First Served or 21 weeks lead time.
<b>5. Product Characteristics</b>	Refrigerant R410A	Refrigerant R454B (new)
<b>6. Dimensions/Effects</b>	As specified	Same
<b>7. Guarantee/Warranty</b>	One year	One year
<b>8. ICBO No.</b>		
<b>9. UL Rating</b>	As specified	Same

**O.S.D:**

**Approved**     **Not Approved**

By: Dana L. Miller, Director of Facilities



# REQUEST FOR INFORMATION

Project: Kamala Chiller Replacement Project 2024

RFI No.: 1

Contractor: Company Name Bon Air Inc  
Address 11340 W. Olympic Blvd suite #302  
Address Los Angeles, CA 90064

BID NO.: 23-10

Owner: Oxnard School District  
1055 South C Street  
Oxnard, CA. 93030

Architect:

Drawing No.: \_\_\_\_\_ Specification Section: \_\_\_\_\_ CONTRACT No.: 23-304

The information is requested for the following reason:

- |  |   |
|--|---|
| <input type="checkbox"/> Direction not given in Contract Documents | <input type="checkbox"/> Specifications Reference |
| <input type="checkbox"/> Interpretation of Contract Documents      | <input type="checkbox"/> Shop Drawings Reference  |
| <input type="checkbox"/> Conflict in Contract / Contract Drawings  | <input checked="" type="checkbox"/> Other         |

**INFORMATION REQUESTED:**

*The chiller specified in the bid document with 410A Refrigerant is discontinued and the new chiller uses a different refrigerant, R 454 B. Please see attached submittal info and confirm that the new unit is okay to use. We will submit a formal submittal separately.*

POSSIBLE COST IMPACT: YES  NO

POSSIBLE TIME IMPACT: YES  NO

REPLY: There is no reason indicated on the construction form for this RFI. There was an "or equivalent" clause for the equipment in the specifications. The unavailability through discontinuance of production of the equipment specified was not brought to the attention of the district during the bid process as it should have been. The district would call your attention to the project manual: Section 0010 - Part 1.13, Section 00100, 106.03 (d), and 1.09. Additionally, General Conditions - Article 4.2.1 and 4.2.4. Based on these provisions the increase in cost to the district is without merit and not accepted.

*extra cost will be 6500*

POSSIBLE COST IMPACT: YES  NO

POSSIBLE TIME IMPACT: YES  NO

**Attachments:**

**Response:**

By: Dana L. Miller  
Director of Facilities

Date: July 8, 2024

A-1

Request for Information-Exhibit A  
Oxnard School District

**EQUIPMENT SUBMITTAL FOR APPROVAL**

**PROJECT:** Oxnard Kamala Chiller

**LOCATION:**



**Air-Cooled Chiller**

<b>EQUIPMENT</b>	YLAA Chiller
<b>UNIT TAGS</b>	CH-1
<b>QUANTITY</b>	1

**SOLD TO:**

**CONSULTING ENGINEER:**

**PREPARED BY:**

**DATE:**  
Thursday, 13 June 2024

**REVISION:**  
0



# **TABLE OF CONTENTS**

(YLAA - Air-Cooled Chiller)

BOM Data

Performance Ratings

Unit Drawings

Wiring Diagrams

Unit Specifications Text

Warranties

Submittal Approval Page



**BID DATE:** 06/13/2024  
**PROJECT:** Oxnard Kamala Chiller  
**TO:** Interested Bidders

**LAST ADDED NUM:** None  
**NOTE(S)**

### BILL OF MATERIAL

<u>ITEM</u>	<u>QTY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	1	(1)CH-1	DIRECT EXPANSION - AIR COOLED SCROLL CHILLER

### EQUIPMENT DESCRIPTIONS EQUIPMENT PROPOSAL

#### Items Included

- Provide Model YLAA0048HJ17XCB Qty: 1
- Refrigerant Type: R454B ← Chiller with new A2L refrigerant provided per code
- Power: 200-208/3/60 Application
- Control Transformer
- Power Connection: SP Circuit Breaker w/ Lockable Handle, 65kA SCWR
- Starter Type: Across the line starter
- TEAO Fan Motors
- Low Sound Fans with VSD
- Standard Insulation
- Post-Coated Dipped Coils (Environment Guard Premium)
- Service Isolation Valves
- High Ambient Kit
- Wire/Louvered Encl Panels (factory)
- Hot Gas Bypass required - 1 circuit
- Entire Unit Parts Only Warranty: 18 Month (1 Year) (Std) (Months are from date of shipment/Years are from date of start up, whichever expires first)
- Chiller Startup
- SC-Equip Board
- Electronic Expansion Valves
- Extension Kit

#### Items Included but Installed by Others

#### Items NOT Included

- Hauling or Rigging Equipment Into Place.
- External Disconnect Switches or Circuit Breakers

Project Name: **Oxnard Kamala Chiller**

Unit Tag: **CH-1**

Qty.: **1**

Model: **YLAA0048HJ17XC**

### Full Load - Design

#### PIN

YLAA0048HJ	17XCBBCTXH	SXBLXCXX45	SE1XXXHXXX	YAXGPXX3XX	XVGNXXXXXXX			
...5...10	...5...20	...5...30	...5...40	...5...50	...5...60	...5...70	...5...80	...5...90



Unit	
Model No.	YLAA0048HJ17XCB
Number of Compressors	4
Compressor Type	Scroll - Hermetic
Number of Compressor Circuits	2
Refrigerant	R454B
Performance Data	
Cooling Capacity [tons.R]	49.07
Total Power Input [kW]	52.04
EER [Btu/W.h]	11.31
NPLV.IP [Btu/W.h]	17.80
A-Weighted Sound Power [dB(A)]	94.0
Electrical Data	
Nominal Voltage / Voltage Limits	200-208/3/60 / 180-220
Compressor RLA (each circuit) [A]	45.9 / 45.9 / - / 45.9 / 45.9 / -
High LRA Current (each circuit) [A]	335.5 / 335.5 / - / 335.5 / 335.5 / -
Fan QTY (each circuit)	2 / 2
Fan FLA (each circuit) [A]	7.6 / 7.6
Min. Circuit Ampacity [A]	235.0
Recommended Fuse / CB Rating [A]	250.0
Max. Inverse Time CB Rating [A]	250.0
Max. Dual Element Fuse Size [A]	250.0
Unit Short Circuit Withstand [kA]	65 kA
Wires Per Phase	2 + 1
Wire Range (Lug Size)	#3/0 AWG - 250 kcmil + 250 - 500 kcmil
Compressor kW	45.32

#### Performance Impacting Options

Starter Type	Across the line starter
Power Factor Correction Capacitor	No Power Capacitor required
Remote Evaporator	Standard Cooler required
Sound Kit	No Acoustic Blanket required
Fan	Low Sound Fans with VSD

#### Weight & Dimensional Data

Shipping Weight [lbs]	3675
Operating Weight [lbs]	3704
Refrigerant Charge [lbs]	66
Length [in]	101.4
Width [in]	88.3
Height [in]	94.2

Project Name: **Oxnard Kamala Chiller**

Unit Tag: **CH-1**

Qty.: **1**

Model: **YLAA0048HJ17XC**

Heat Exchanger Performance			
Evaporator		Condenser (Air Cooled)	
Heat Exchanger Type	Plate Heat Exchanger	Ambient Air Temperature* [°F]	95.0
Entering Fluid Temperature* [°F]	55.00	Altitude* [ft]	0.00
Leaving Fluid Temperature* [°F]	45.00	Condensing Temperature [°F]	114.77 / 114.77
Flow Rate [USGPM]	117.2	Number of Fans	2 / 2
Fouling Factor* [h ft <sup>2</sup> F/Btu]	0.000100	Total Air Flow [cfm]	60000
Fluid Type*	Water	Total Fan Power [kW]	6.720
Fluid Volume [USGAL]	3.6		
Evaporating Temperature [°F]	38.91		
Evaporator Pressure Drop [ft H <sub>2</sub> O]	7.49		
Strainer Pressure Drop [ft H <sub>2</sub> O]	1.42		
Extension Kit Pressure Drop [ft H <sub>2</sub> O]	0.869		
Total Pressure Drop [ft H <sub>2</sub> O]	9.78		
Fluid Connection Diameter [in]	3		
Minimum Flow Rate [USGPM]	48.00		
Maximum Flow Rate [USGPM]	224.0		

\* Designates user specified input

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).



Part Load Performance (Based on Standard AHRI Unloading)				
Percent Load	Ambient [°F]	Capacity [tons.R]	Power Input [kW]	Unit Efficiency [Btu/W.h]
100.0	95.0	49.07	52.04	11.31
82.4	80.1	40.42	33.20	14.61
55.6	80.1	27.29	20.65	15.86
60.6	65.1	29.73	18.18	19.62
29.0	65.1	14.24	8.799	19.42
30.7	55.0	15.08	8.105	22.32
30.7	55.0	15.08	8.105	22.32

Project Name: **Oxnard Kamala Chiller**

Unit Tag: **CH-1**

Qty.: **1**

Model: **YLAA0048HJ17XC**

### Sound Power Levels (In Accordance with AHRI 370)

Percent Load	Ambient [°F]	Octave Band Center Frequency [Hz]								LWA
		63	125	250	500	1000	2000	4000	8000	
100.0	95.0	98.0	96.0	93.0	93.0	88.0	85.0	82.0	80.0	94.0
82.4	80.1	96.0	93.0	91.0	91.0	86.0	83.0	80.0	78.0	92.0
55.6	80.1	93.0	89.0	87.0	88.0	82.0	80.0	76.0	75.0	89.0
60.6	65.1	93.0	89.0	87.0	88.0	82.0	80.0	76.0	75.0	89.0
29.0	65.1	90.0	86.0	84.0	85.0	79.0	77.0	73.0	72.0	86.0
30.7	55.0	90.0	86.0	84.0	85.0	79.0	77.0	73.0	72.0	86.0
30.7	55.0	90.0	86.0	84.0	85.0	79.0	77.0	73.0	72.0	86.0

Note: Unit is equipped with Low Sound Fans with VSD.

Measurement of sound pressure used to obtain the sound power data presented is based on AHRI-370.

Air-cooled chillers are rated in terms of sound power not sound pressure. Johnson Controls provides estimates of sound pressure, but this is not the rating metric.

For an air-cooled chiller, sound pressure calculated from sound power varies depending on how the chiller is assumed to behave, i.e. the radiation model. In other words, determining sound pressure from sound power requires making assumptions that result in different answers at a given distance from the chiller. The environment also influences sound pressure in the field installation. Sound pressure estimation radiation models pertaining to air-cooled chillers include the 'traditional' hemispherical model, parallelepiped model and equivalent hemispherical model.

Regarding sound power, Johnson Controls references tolerance limits based on ASHRAE guidelines. These are +/- 6dB in the 63Hz octave band, +/- 4dB in all other octave bands and +/- 3dB for the overall dBA.

Tolerance limits are based on uncertainties associated with:

1. Measurement Test Procedure
2. Repeatability
3. Production / Manufacturing Variability

Standard deviation associated with air-cooled chiller sound data is a measure of spread i.e. it indicates the range of probability of sound levels. Note that for operating conditions other than AHRI's Standard Rating Condition, higher levels of uncertainty can be expected.

Lead times for factory performance testing depend on test laboratory availability. Please confirm with Johnson Controls Customer Service.

### Performance at AHRI Conditions

Evaporator		Condenser	
EFT [°F]	54.00	Ambient Temp. [°F]	95.0
LFT [°F]	44.00	Altitude [ft]	0.00
Flow Rate [USGPM]	115.2	<b>Performance</b>	
Pressure Drop [ft H2O]	7.26	EER [Btu/W.h]	11.16
Fluid Type	Water	IPLV.IP [Btu/W.h]	17.59
Fouling Factor [h ft <sup>2</sup> F/Btu]	0.000100	Net Cooling Capacity [tons.R]	48.25
Fluid Volume [USGAL]	3.6		

Note: Unit rated at design condition capacity.

Project Name: **Oxnard Kamala Chiller**

Unit Tag: **CH-1**

Qty.: **1**

Model: **YLAA0048HJ17XC**

**Part Load Performance (Based on AHRI 550/590 - 2018 (IP))**

Percent Load	Ambient [°F]	Capacity [tons.R]	Power Input [kW]	Unit Efficiency [Btu/W.h]
100.0	95.0	48.25	51.88	11.16
82.4	80.0	39.75	33.06	14.43
55.6	80.0	26.82	20.56	15.66
60.6	65.0	29.23	18.08	19.40
29.0	65.0	13.99	8.750	19.19
30.7	55.0	14.80	8.063	22.03
30.7	55.0	14.80	8.063	22.03

**Notes:**

Country of Origin: Mexico

Min flow rate is for chillers using water. For glycol chillers please contact the application engineering team.

Compliant with ASHRAE 90.1 - 2010, 2013, 2016, 2019, 2022.

Compliant with IECC - 2012, 2015, 2018.

Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

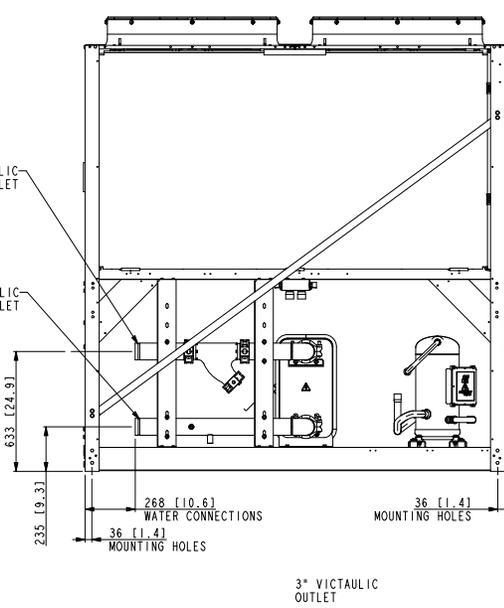
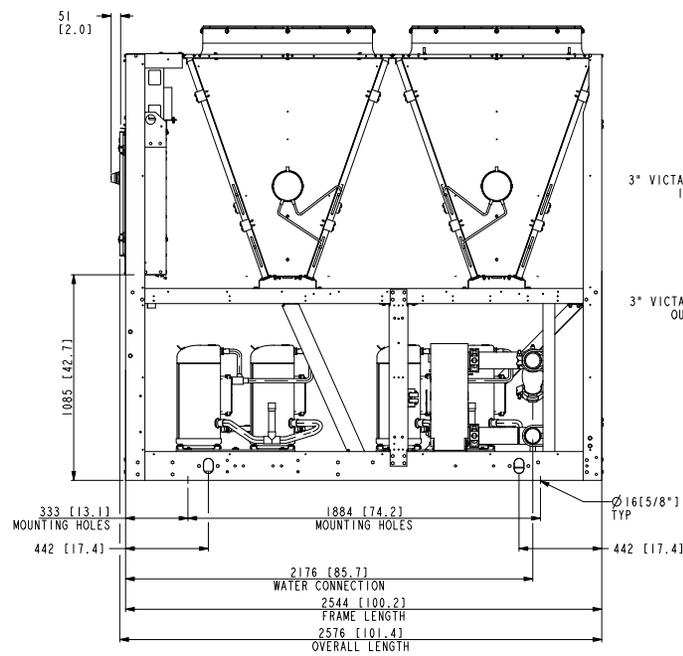
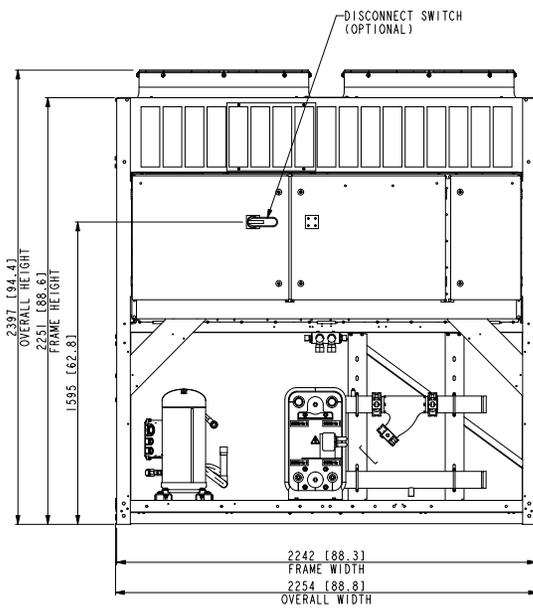
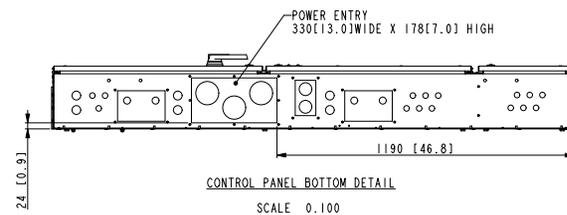
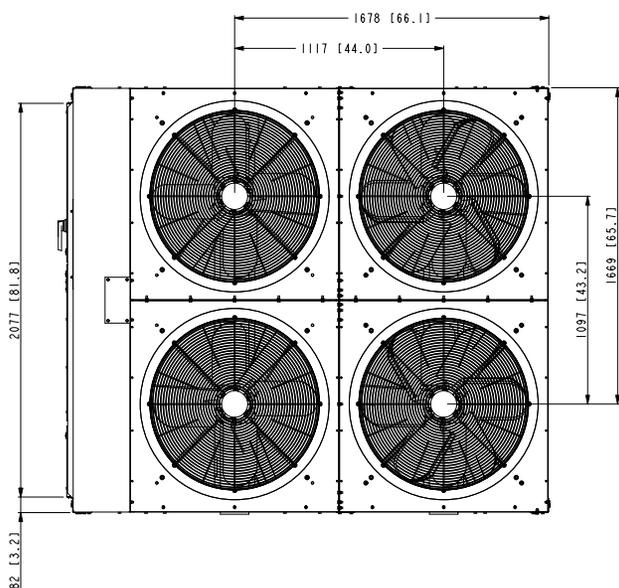
The product image shown is for illustrative purposes only and is not representative of selected options.

16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

NOTES:  
 1. PLACEMENT ON A LEVEL SURFACE FREE OF OBSTRUCTIONS (INCLUDING SNOW, FOR WINTER OPERATION) OR AIR RE-CIRCULATION ENSURES RATED PERFORMANCE, RELIABLE OPERATION AND EASE OF MAINTENANCE. SITE RESTRICTIONS MAY COMPROMISE MINIMUM CLEARANCES INDICATED BELOW, RESULTING IN UNPREDICTABLE AIR FLOW PATTERNS AND POSSIBLE DIMINISHED PERFORMANCE. JOHNSON CONTROLS UNIT CONTROLS WILL OPTIMIZE OPERATION WITHOUT NUISANCE HIGH PRESSURE SAFETY CUTOFF. HOWEVER, THE SYSTEM DESIGNER MUST CONSIDER POTENTIAL PERFORMANCE DEGRADATION.

- 1.1. RECOMMENDED MINIMUM CLEARANCES:  
 1.1.1. SIDE TO WALL - 1828.8mm(6')  
 1.1.2. REAR TO WALL - 1828.8mm(6')  
 1.1.3. CONTROL PANEL TO WALL - 1219.2mm(4')  
 1.1.4. TOP - NO OBSTRUCTIONS ALLOWED.  
 1.1.5. DISTANCE BETWEEN ADJACENT UNITS - 3048mm(10')  
 1.1.6. NO MORE THAN ONE ADJACENT WALL MAY BE HIGHER THAN UNIT.
2. WEIGHT AND CENTER OF GRAVITY - REFER TO AVM REPORT.
3. INSTALLING CONTRACTOR MUST INCLUDE VENT AND DRAIN ACCOMMODATIONS IN CHILLED WATER PIPING NEAR THE EVAPORATOR.
4. NUMBER OF COMPRESSORS MAY VARY FROM DRAWING.  
 4.1. REFER TO YORKworks REPORTS.

THIS DRAWING IS FOR THE FOLLOWING MODELS	
YLAA 0041 HE	
YLAA 0048 HE	
YLAA 0041 HJ	
YLAA 0048 HJ	



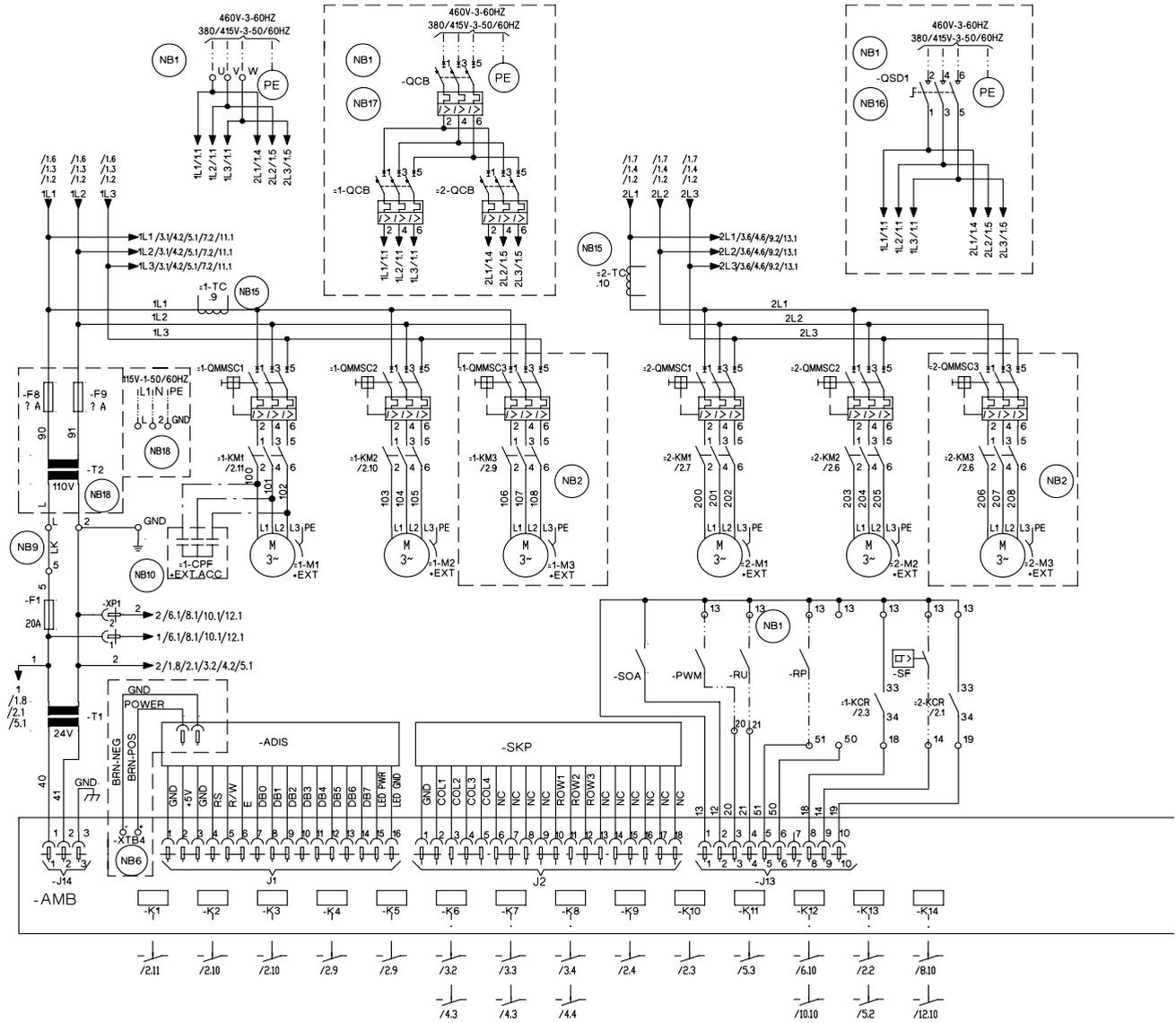
REV.	DATE	EC. NO.	DR.	CHK.	ENG.
C	09-MAY-2023	ECR23-0279	RWA	DBN	AR
UPDATE TABLE TO INCLUDE YLAA 0041/0048 "HJ" MODELS					

CONTINUED

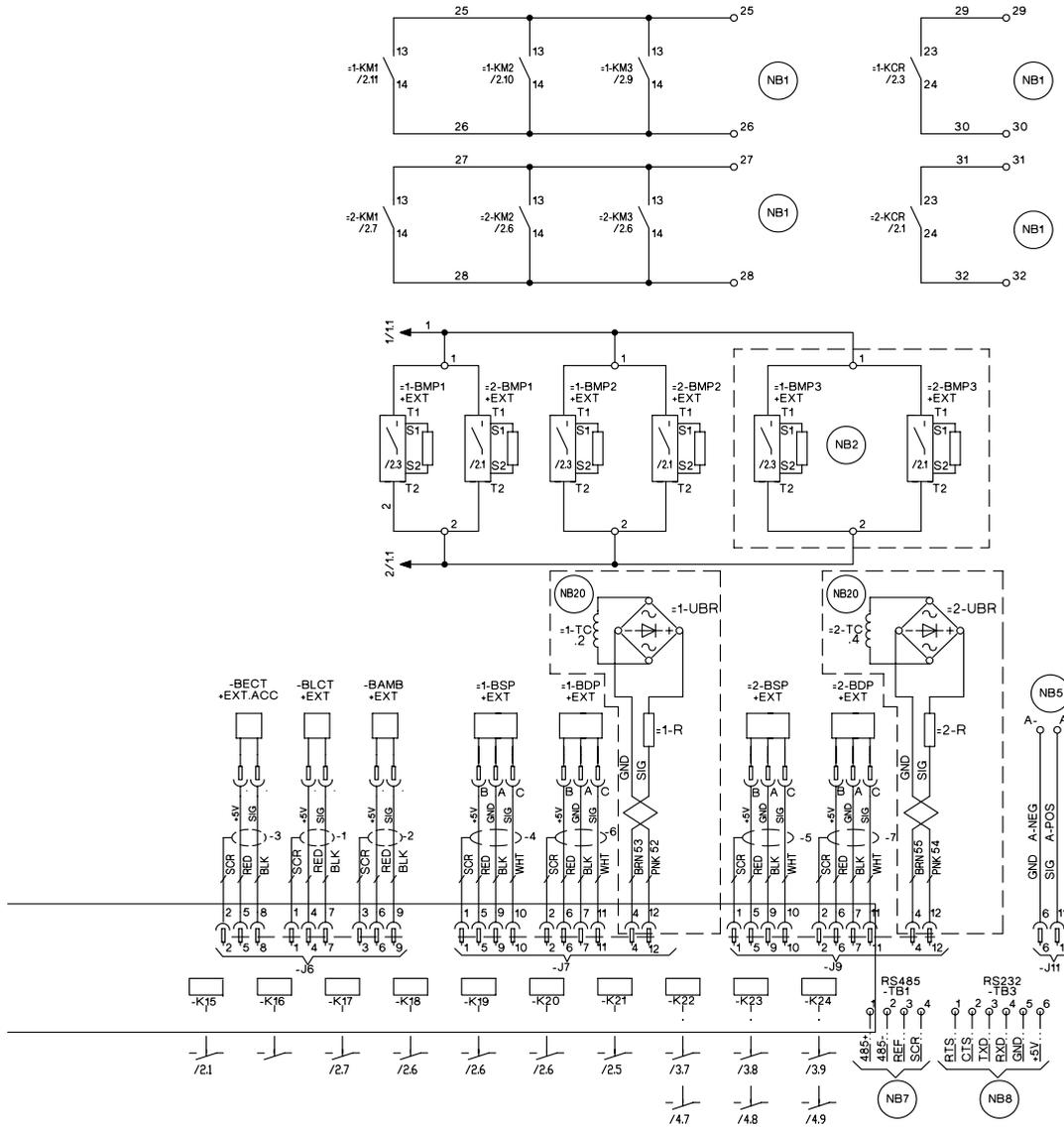
		<b>JOHNSON CONTROLS - BUILDING EFFICIENCY</b> 507 EAST MICHIGAN STREET, MILWAUKEE, WI, 53202 USA	
DO NOT SCALE THIRD ANGLE *ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED AND NO PERMISSION IS GRANTED TO REPRODUCE THIS PART IN WHOLE OR IN ANY PART, OR DISCLOSE ANY OF THE INFORMATION UPON IT TO OTHERS WITHOUT WRITTEN RELEASE BY JOHNSON CONTROLS INCORPORATED*	YLAA 4-FAN 60HZ UNITS	MATERIAL ENG. STD. PART NO. COT SIZE	CAGE NUMBER DRAWING NUMBER REVISION VERSION Eng Ckg
DRAWN E. JONES 27-NOV-2018 MODELER E. JONES 27-NOV-2018 CHKD A. SATCH 27-NOV-2018 ENG	A1 66935	035-24059-018	SHEET 1 OF 2
SCALE: 0.075	MASS (kg): 0.000	ORIG. NO.:	

16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

# Wiring diagram



# Wiring diagram (Cont'd)



LD18444

# Wiring diagram (Cont'd)

Designation	DESCRIPTION
ACC	ACCESSORY
- ADIS	DISPLAY BOARD
- AMB	MICRO BOARD

- BAMB	AMBIENT
- BDP	DISCHARGE PRESSURE
- BECT	ENTERING CHILLED TEMP
- BLCT	LEAVING CHILLED TEMPERATURE
NOT FITTED ON REMOTE EVAP UNITS	

-BMP	MOTOR PROTECTOR COMP
- BSP	SUCTION PRESSURE

-CPF	CAPACITOR POWER FACTOR
------	------------------------

- ECH	CRANKCASE HEATER
-EEH	EVAPORATOR HEATER
-EPH	PUMP HEATER
-EXT	EXTERNAL TO CONTROL PANEL

- F	FUSE
- FHP	HIGH PRESSURE CUTOUT
-FSI	FAN SPEED INHIBIT TWO SPEED FAN OPTION ONLY

GND	GROUND
G/Y	GREEN / YELLOW

J	PLUG BOARD CONNECTOR
---	----------------------

-K	CIRCUIT BOARD RELAY
-KF	FAN CONTACTOR LINE
-KFH	FAN CONTACTOR HIGH SPEED (INCLUDING COIL SUPPRESSOR)
-KFL	FAN CONTACTOR LOW SPEED (INCLUDING COIL SUPPRESSOR)
-KFOL	FAN OVERLOAD
-KFS	RELAY FAN SPEED
-KM	COMPRESSOR CONTACTOR (INCLUDING COIL SUPPRESSOR)
-KCR	CONTROL RELAY
-KP	PUMP CONTACTOR PART (INCLUDING COIL SUPPRESSOR)

- M	COMPRESSOR MOTOR
-MF	MOTOR FAN
-MP	MOTOR PUMP

NU	NOT USED
----	----------

PE	PROTECTIVE EARTH
PWM	PULSE WIDTH MODULATION TEMP RESET or REMOTE UNLOAD 2nd STEP

Designation	DESCRIPTION
-QCB	CIRCUIT BREAKER
-QMMS	MANUAL MOTOR STARTER COMP
-QMMS	MANUAL MOTOR STARTER PUMP
-QSD	SWITCH DISCONNECT

R	RESISTOR
RED	RED
RP	RUN PERMISSIVE
RU	REMOTE UNLOAD 1st STEP

CR	SCREEN
- SF	FLOW SWITCH
- SKP	KEYPAD
- SOA	SWITCH OFF AUTO

- T	TRANSFORMER
-TC	TRANSFORMER CURRENT

-UBR	BRIDGE RECTIFIER
------	------------------

WHT	WHITE
-----	-------

- XTBC	TERMINAL BLOCK CUSTOMER
- XTBF	TERMINAL BLOCK FACTORY

-YHGSV	HOT GAS SOLENOID VALVE (INCLUDING COIL SUPPRESSOR)
- YLLSV	LIQUID LINE SOLENOID VALVE (INCLUDING COIL SUPPRESSOR)
FIELD MOUNTED AND WIRED ON REMOTE EVAP UNITS	

- ZCPR	COMPRESSOR
--------	------------

(NB)	NOTE WELL (SEE NOTE)
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-----	WIRING AND ITEMS SHOWN THUS ARE STANDARD YORK ACCESSORIES
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-----	WIRING AND ITEMS SHOWN THUS ARE NOT SUPPLIED BY JOHNSON CONTROLS
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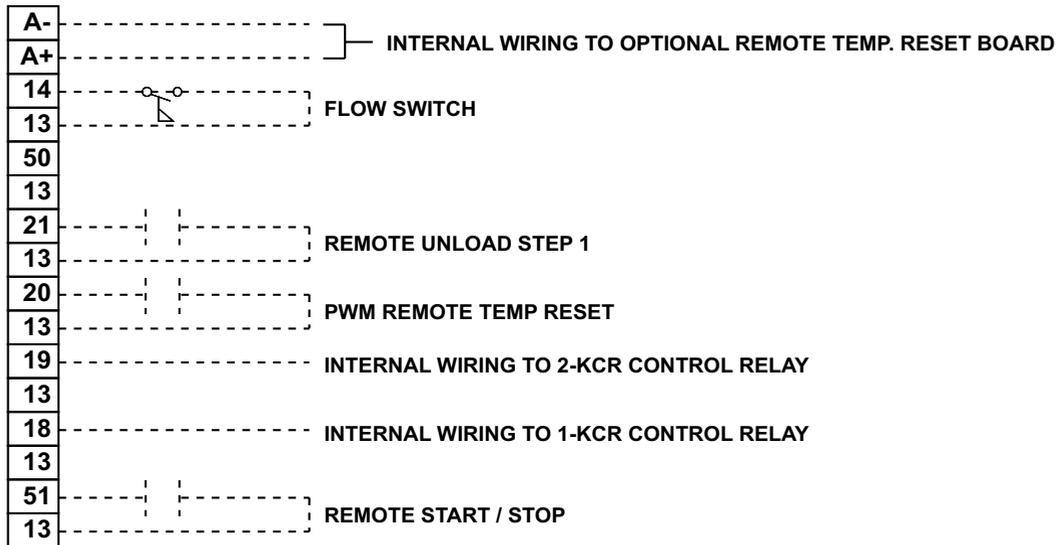
— — —	ITEMS THUS ENCLOSED FORM A COMPONENTS OR SETS OF COMPONENTS
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## Wiring diagram (Cont'd)

- A. This drawing is based on IEC symbols.
  - B. Field wiring to be in accordance with the relevant electrical code as well as all other applicable codes and specifications.
  - C. All sources of supply shown on this diagram to be taken from one main isolator, not shown or supplied by the chiller manufacturer.
  - D. Green and yellow wire is used for earth, multicolored cable used for low voltage. Red wire used for AC control, blue wire for neutral, black wire for AC and DC power. Orange wire should be used for interlock control wiring supplied by external source.
  - E. Legend designation depicts component abbreviations. Number prefix located, if applicable, on schematic circuit, refers to system thereon, e.g.= 1-FHP2 refers to high pressure cutout no 2 on system no 1.
  - F. All wiring to control section voltage free contacts requires a supply provided by the customer maximum voltage 240 volts. The customer must take particular care when deriving the supplies for the voltage free terminals with regard to a common point of isolation. Thus, these circuits when used must be fed via the common point of isolation the voltage to these circuits is removed when the common point of isolation to the unit is opened. This common point of isolation is not supplied. The voltage free contacts are rated at 100 VA. All inductive devices {relays} switch by the voltage free contacts must have their coil suppressed using standard r/c suppressors.
  - G. Customer voltage free contacts connected to terminal 13 must be rated at 30 V 5 mA.
  - H. No controls {relays etc.} Should be mounted in any section of the control panel. Additionally, control wiring not connected to the control panel should not be run through the panel. If these precautions are not followed, electrical noise could cause malfunctions or damage to the unit and its controls.
1. Refer to installation commissioning operation and maintenance manual for customer connections and customer connection notes, non compliance to these instructions will invalidate unit warranty.
  2. Wiring and components for compressor 3 only fitted when unit has 3 compressors on the system. 1-BMP3 is replaced by a link across terminals 134 and 135. 2-BMP3 is replaced by a link across terminals 234 and 235.
  3. FHP2 is only fitted on 0089 and above. When not fitted 1-FHP2 is replaced by a link across terminals 132 and 139. 2-FHP2 is replaced by a link across terminals 232 and 239.
  4. Fitted on units with hot gas bypass option.
  5. EMS option is wired as shown.
  6. This wiring must be used for old display 031-0110-000.
  7. Network connection point.
  8. Printer port.
  9. Remote emergency stop can be wired between terminal 1 and 5 after removing link.
  10. Power factor correction accessory. Power factor correction fitted to each compressor contactor.
  11. Not fitted on compressors with internal motor protection. For system 1 terminals 132 and 133, 133 and 134 And 134 and 135 are linked. For system 2 terminals 232 and 233, 233 and 234 and 234 and 235 are linked.
  12. Only fitted on systems with 3 or 4 fans.
  13. Only fitted on systems with 4 fans.
  14. Only fitted on systems with 5 fans.
  15. Only fitted on systems with 6 fans.
  16. Input switch disconnect or circuit breaker option replaces input terminal block.
  17. Input switch disconnect and system circuit breaker option replaces input terminal block.
  18. 115 V control circuit requires a 115 V supply unless control circuit transformer -T2 and -F3 are fitted.
  19. For optional hydro kit. Heater -EPH is fitted and wired as shown. On single pump -KP1, -QMMSP1 and -MP1 are fitted and wired as shown. On two pump hydro kits -KP2, -QMMSP2 and -MP2 are also fitted and wired as shown.
  20. Current measurement option wired as shown.
  21. Only fitted on systems with single speed fans.
  22. Only fitted on systems with two speed fans.
  23. Optional compressor manual motors starters.
  24. See sheet 3 of connection diagram for power input options.

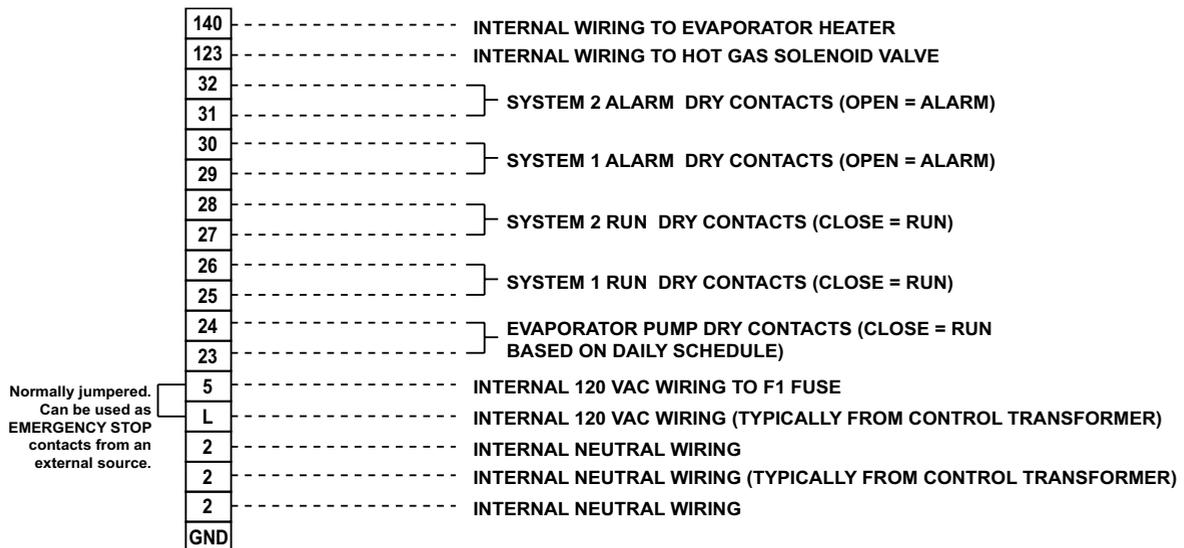
# User control wiring

## User control wiring inputs



XTBC1

## User control wiring outputs



Normally jumpered.  
Can be used as  
EMERGENCY STOP  
contacts from an  
external source.

XTBC2



# Air Cooled Scroll Liquid Chiller - YORK YLAA R454B 50Hz & 60Hz

## I. GENERAL

### a. GENERAL REQUIREMENTS

- i. The requirements of this Section shall conform to the general provisions of the Contract, including General and Supplementary Conditions, Conditions of the Contract, and Contract Drawings.

### b. SCOPE

- i. Provide Microprocessor controlled, multiple scroll compressor, air-cooled, liquid chillers of the scheduled capacities as shown and indicated on the Drawings, including but not limited to:
  1. Chiller package
  2. Charge of refrigerant and oil
  3. Electrical power and control connections
  4. Chilled liquid connections
  5. Manufacturer start-up

### c. QUALITY ASSURANCE

- i. Products shall be Designed, Tested, Rated and Certified in accordance with, and Installed in compliance with applicable sections of the following Standards and Codes:
    1. AHRI 550/590 – Water Chilling Packages Using the Vapor Compression Cycle
    2. AHRI 370 – Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
    3. ANSI/ASHRAE 15 – Safety Code for Mechanical Refrigeration
    4. ANSI/ASHRAE 34 – Number Designation and Safety Classification of Refrigerants
    5. ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings
    6. ANSI/NFPA 70 – National Electrical Code (N.E.C.)
    7. ASME Boiler and Pressure Vessel Code, Section VIII, Division 1
    8. OSHA – Occupational Safety and Health Act
    9. Manufactured in facility registered to ISO 9001
    10. Conform to Intertek Testing Services for construction of chillers and provide ETL/cETL Listed Mark
  - ii. Factory Run Test: Chiller shall be pressure-tested, evacuated and fully charged with refrigerant and oil, and shall be factory operational run tested with water flowing through the vessel.
  - iii. Chiller manufacturer shall have a factory trained and supported service organization.
  - iv. Warranty: Manufacturer shall Warrant all equipment and material of its manufacture against defects in workmanship and material for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever occurs first.
- ### d. DELIVERY AND HANDLING
- i. Unit shall be delivered to job site fully assembled with all interconnecting refrigerant piping and internal wiring ready for field installation and charged with refrigerant and oil by the Manufacturer.
  - ii. Provide protective covering over vulnerable components for unit protection during shipment. Fit nozzles and open ends with plastic or fabric enclosures.
  - iii. Unit shall be stored and handled per Manufacturer' s instructions.

## II. PRODUCTS

a. CHILLER MATERIALS AND COMPONENTS

- i. General: Install and commission, as shown on the schedules and plans, factory assembled, charged, and tested air cooled scroll compressor chiller(s) as specified herein. Chiller shall be designed, selected, and constructed using a refrigerant with Flammability rating of "1", as defined by ANSI/ASHRAE STANDARD 34 Number Designation and Safety Classification of Refrigerants. Chiller shall include not less than two refrigerant circuits above 50 tons (200kW), scroll compressors, direct-expansion type evaporator, air-cooled condenser, refrigerant, lubrication system, interconnecting wiring, safety and operating controls including capacity controller, control center, motor starting components and special features as specified herein or required for safe, automatic operation.
- ii. Cabinet: External structural members shall be constructed of heavy gauge, galvanized steel coated with baked on powder paint which, when subject to ASTM B117, 1000 hour, 5% salt spray test, yields minimum ASTM 1654 rating of "6".
- iii. Operating Characteristics: Provide low and high ambient temperature control options as required to ensure unit is capable of operation from 30°F to 115°F (-1°C to 46°C) ambient temperature. [Optional: -10°F to 125°F (-23°C to 52°C) ambient.]
- iv. Service Isolation valves: Discharge (ball type) isolation valves factory installed per refrigerant circuit. Includes a system high-pressure relief valve in compliance with ASHRAE15.
- v. Pressure Transducers and Readout Capability
  - 1. Discharge Pressure Transducers: Permits unit to sense and display discharge pressure.
  - 2. Suction Pressure Transducers: Permits unit to sense and display suction pressure.
  - 3. High Ambient Control: Allows units to operate when the ambient temperature is above 115°F (46°C). Includes discharge pressure transducers

b. COMPRESSORS

- i. Compressors: Shall be hermetic, scroll-type, including:
  - 1. Compliant design for axial and radial sealing.
  - 2. Refrigerant flow through the compressor with 100% suction cooled motor.
  - 3. Large suction side free volume and oil sump to provide liquid handling capability.
  - 4. Compressor crankcase heaters to provide extra liquid migration protection.
  - 5. Annular discharge check valve and reverse vent assembly to provide low-pressure drop, silent shutdown and reverse rotation protection.
  - 6. Initial oil charge.
  - 7. Oil level sight glass.
  - 8. Vibration isolator mounts for compressors.
  - 9. Brazed-type connections for fully hermetic refrigerant circuits.
  - 10. Compressor Motor overloads capable of monitoring compressor motor current. Provides extra protection against compressor reverse rotation, phase-loss and phase-imbalance.

c. REFRIGERANT CIRCUIT COMPONENTS

- i. Each refrigerant circuit shall include: a discharge service ball type isolation valve, high side pressure relief, liquid line shutoff valve with charging port, low side pressure relief device, filter-drier, solenoid valve, sight glass with moisture indicator, thermostatic expansion valves, and flexible, closed-cell foam insulated suction line and suction pressure transducer.

d. HEAT EXCHANGERS

- i. Evaporator:
  - 1. Evaporator shall be brazed-plate stainless steel construction capable of refrigerant working pressure of 650 psig (3103 kPa) and liquid side pressure of 150 psig (1034 kPa) [Option for 300 psig (2068 kPa) available].
  - 2. Brazed plate heat exchangers shall be UL listed.
  - 3. Exterior surfaces shall be covered with 3/4" (19mm), flexible, closed cell insulation, thermal conductivity of 0.26k ((BTU/HR-Ft² - °F)/in.) maximum.

4. Water nozzles shall be provided with grooves for field provided ANSI/AWWA C-606 mechanical couplings.
  5. Evaporator shall include vent and drain fittings and thermostatically controlled heaters to protect to -20°F (-29°C) ambient in off-cycle.
  6. A serviceable wye-strainer and mechanical couplings shall be provided for field installation on evaporator inlet prior to startup.
  7. Evaporator shall be provided with piping extension kit and mechanical couplings to extend liquid connection from evaporator to edge of unit. Thermal dispersion type flow switch shall be factory installed in the evaporator outlet pipe extension and wired to the unit control panel. Insulation and heat trace on piping shall be responsibility of installing contractor. Extension kit nozzle connections shall be ANSI/AWWA C-606 (grooved).
- ii. Air-cooled Condenser:
1. Coils: Condenser coils shall be constructed of a single material to avoid galvanic corrosion due to dissimilar metals. Coils and headers are brazed as one piece. Integral sub cooling is included. Coils shall be designed for a design working pressure of 650 PSIG (45 bar). Condenser coil shall be washable with potable water under 100 psi (7 bar) pressure.
  2. Low Sound Fans: Shall be dynamically and statically balanced, direct drive, corrosion resistant glass fiber reinforced composite blades molded into a low noise, full-airfoil cross section, providing vertical air discharge and low sound. Each fan shall be provided in an individual compartment to prevent crossflow during fan cycling. Guards of heavy gauge, PVC (poly- vinylchloride) coated or galvanized steel shall be factory installed.
  3. Fan Motors: High efficiency, direct drive, 6 pole, 3 phase, insulation class "F" , current protected, Totally Enclosed Air-Over (TEAO) , rigid mounted, with double sealed, permanently lubricated, ball bearings.
  4. Low Sound Fans with Variable Speed Drives. All fans shall be powered by VSDs. Fans shall provide vertical air discharge from extended orifices. Fans shall be composed of corrosion resistant aluminum hub and glass-fiber-reinforced polypropylene composite blades molded into a low-noise airfoil section. Fan impeller shall be dynamically balanced for vibration-free operation. Fan guards of heavy gauge, PVC (polyvinyl chloride) coated or galvanized steel.
- e. CONTROLS
- i. General: Automatic start, stop, operating, and protection sequences across the range of scheduled conditions and transients.
  - ii. Power/Control Enclosure: Rain and dust tight NEMA 3R powder painted steel cabinet with hinged, latched, and gasket sealed door.
  - iii. Microprocessor Control Center:
    1. Automatic control of compressor start/stop, anti-coincidence and anti-recycle timers, automatic pumpdown at system shutdown, condenser fans, evaporator pump, evaporator heater, unit alarm contacts, and chiller operation from -10°F to 125°F (-23°C to 52°C) ambient. Automatic reset to normal chiller operation after power failure.
    2. Software stored in non-volatile memory, with programmed setpoints retained in lithium battery backed real-time-clock (RTC) memory for minimum 5 years.
    3. Forty character liquid crystal display, descriptions in English (or Spanish, French, Italian, or German), numeric data in English (or Metric) units. Sealed keypad with sections for Setpoints, Display/Print, Entry, Unit Options & clock, and On/Off Switch.
    4. Programmable Setpoints (within Manufacturer limits): display language; chilled liquid temperature setpoint and range, remote reset temperature range, daily schedule/holiday for start/stop, manual override for servicing, low and high ambient cutouts, low liquid temperature cutout, low suction pressure cutout, high discharge pressure cutout, anti-recycle timer (compressor start cycle time), and anti-coincident timer (delay compressor starts).
    5. Display Data: Return and leaving liquid temperatures, low leaving liquid temperature cutout setting, low ambient temperature cutout setting, outdoor air temperature, English or metric data, suction pressure cutout setting, each system suction pressure, liquid temperature reset via a 4-20milliamp or 0-10 VDC input, anti-recycle timer status for each compressor, anti-coincident system start timer condition, compressor run status, no cooling load condition, day, date and time, daily start/stop times, holiday status, automatic or manual system lead/lag control, lead system definition, compressor starts/operating hours (each), status of hot gas valves, evaporator heater and fan operation, run permissive status, number of compressors running, liquid solenoid valve status, load & unload timer status, water pump status.
    6. System Safeties: Shall cause individual compressor systems to perform auto shut down; manual reset required after the third trip in 90 minutes. System Safeties include: high discharge pressure, low suction pressure, high pressure switch, and motor protector. Compressor motor protector shall protect against damage due to high input current or thermal overload of windings.
    7. Unit Safeties: Shall be automatic reset and cause compressors to shut down if low ambient, low leaving chilled liquid temperature, under voltage, and flow switch operation.
    8. Alarm Contacts: Low ambient, low leaving chilled liquid temperature, low voltage, low battery, and (per compressor circuit): high discharge pressure, and low suction pressure.

- 9. BAS Communications: YORKTalk 2, BACnet MS/TP, Modbus and N2 communication capabilities are standard.
- iv. Manufacturer shall provide any controls not listed above, necessary for automatic chiller operation. Mechanical Contractor shall provide field control wiring necessary to interface sensors to the chiller control system.
- f. POWER CONNECTION AND DISTRIBUTION
  - i. Power Panels:
    - 1. NEMA 3R/12 rain/dust tight, powder painted steel cabinets with hinged, latched, and gasket sealed outer doors. Provide main power connection(s), control power connections, compressor and fan motor start contactors, current overloads, and factory wiring.
    - 2. Power supply shall enter unit at a single location, be 3 phase of scheduled voltage, and connect to individual terminal blocks per compressor. Separate disconnecting means and/or external branch circuit protection (by Contractor) required per applicable local or national codes.
  - ii. Compressor, control and fan motor power wiring shall be located in an enclosed panel or routed through liquid tight conduit.
- g. ACCESSORIES AND OPTIONS
  - i. Some accessories and options supersede standard product features. Your Johnson Controls representative will be pleased to provide assistance.
  - ii. Microprocessor controlled, Factory installed Across-the-Line type compressor motor starters as standard.
    - 1. High Ambient Control: Permits unit operation above 115°F ambient.
  - iii. Power Supply Connections:
  - iv. Control Power Transformer: Converts unit power voltage to 120-1-60 (500 VA capacity). Factory-mounting includes primary and secondary wiring between the transformer and the control panel.
  - v. Condenser Coil Environmental Protection:
    - 1. Post-Coated Dipped: Dipped-cured coating on condenser coils for seashore and other corrosive applications (with the exception of strong alkalis, oxidizers, and wet bromine, chlorine and fluorine in concentrations greater than 100 ppm).
  - vi. Protective Chiller Panels (Factory or Field Mounted)
    - 1. Louvered/Wire Panels: Louvered steel panels on external condenser coils painted as per remainder of unit cabinet. Heavy gauge, welded wire-mesh, coated to resist corrosion, around base of machine to restrict unauthorized access.
  - vii. Thermal Dispersion Flow Switch (Factory installed and wired in piping extension kit): Normally open, 30bar pressure rating, stainless steel 316L construction, IP67, -4°F to 158°F ambient rating.
  - viii. Hot Gas By-Pass: Permits continuous, stable operation at capacities below the minimum step of unloading to as low as 5% capacity (depending on both the unit & operating conditions) by introducing an artificial load on the evaporator. Hot gas by-pass is installed on only one refrigerant circuit.
  - ix. Vibration Isolation (Field installed):

### III. EXECUTION

- a. INSTALLATION
  - i. General: Rig and Install in full accordance with Manufacturer' s requirements, Project drawings, and Contract documents.
  - ii. Location: Locate chiller as indicated on drawings, including cleaning and service maintenance clearance per Manufacturer instructions. Adjust and level chiller on support structure.
  - iii. Components: Installing Contractor shall provide and install all auxiliary devices and accessories for fully operational chiller.
  - iv. Electrical: Coordinate electrical requirements and connections for all power feeds with Electrical Contractor (Division 16).
  - v. Controls: Coordinate all control requirements and connections with Controls Contractor.
  - vi. Finish: Installing Contractor shall paint damaged and abraded factory finish with touch-up paint matching factory finish.

## CERTIFICATE OF LIMITED WARRANTY JOHNSON CONTROLS EQUIPMENT

Contract Number: BL-06132  
Ship Date:

Model No.: YLAA0048HJ17XC  
Start Date:

Serial Number:

### POLICY STATEMENT

Johnson Controls (JCI) warrants all equipment and associated factory supplied materials or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material. **The warranty period begins at start up, or six (6) months from the ship date, whichever occurs first.** Subject to the exclusions listed below, Johnson Controls, at its option, will repair or replace, FOB point of shipment, such products or components as it finds defective.

Except for reciprocating replacement compressors, which Johnson Controls warrants for a period of twelve (12) months from date of shipment, Johnson Controls warrants Johnson Controls reconditioned or replacement materials, or installation or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material for a period of (90) days from date of shipment.

The above represents the minimum warranty policy Johnson Controls will extend to customers. Additional product specific coverage is provided as outlined herein or in separate related warranty policies. No warranty repairs or replacements will be made until payment for all equipment, materials, components, or services has been received by Johnson Controls.

Warranty Type	Warranty Duration	Expiration Date
Standard - Entire Unit - Parts only	1 Year	Not provided

### EXCLUSIONS:

Unless specifically agreed to in the contract documents, or associated with additional warranty options listed above, this warranty does not include the following costs and expenses:

- I. Labor to repair, remove, or reinstall any equipment, materials or components.
- II. Special shipping, handling or transportation charges, including cranes, safety walks or other safety requirements specific to jobsites.
- III. Cost of refrigerant.
- IV. Freight damage.
- V. Field applied coatings added to any surface or heat exchanger.
- VI. Rental chillers.
- VII. Normal wear and tear or corrosion.

### ALL WARRANTIES ARE VOID IF:

- A. Equipment is used with refrigerants, oil, additives, or antifreeze agents other than those authorized by supplying factory.
- B. Equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment or refrigerant controls not approved by supplying factory.
- C. Equipment has been damaged by freezing because it was not properly protected during cold weather or damaged by fire or any other conditions not ordinarily encountered.
- D. Equipment is not applied, installed, operated, maintained and serviced in accordance with instructions issued by Johnson Controls.
- E. Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
- F. Equipment is not properly stored, protected, or inspected by customer during the period from date of shipment to date of initial start-up.

- G. Field coating of coil has occurred.
- H. Equipment is damaged due to acts of God, abuse, including shipping damage, neglect, sabotage, or acts of terrorists.
- I. Equipment has modifications carried out that have an effect on the original design of the product without such work being authorized by the factory. Any on site design changes or unit modification/replacement shall be authorized in advance by the factory.
- J. Equipment is moved from the location where it is originally placed in service, unless performed by certified Johnson Controls employees who have followed Johnson Controls' then-current installation and operations procedures as evidenced by signed start-up documentation.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL JOHNSON CONTROLS' LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY JOHNSON CONTROLS FROM BUYER FOR THE MATERIAL OR EQUIPMENT INVOLVED, NOR SHALL JOHNSON CONTROLS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JOHNSON CONTROLS SUPPLIERS AND SUBCONTRACTORS.

Products furnished, but not manufactured, by Johnson Controls are not covered by this warranty. Products furnished but not manufactured by Johnson Controls may be covered by the manufacturer of such products and Buyer's sole and exclusive remedy for such products is limited to any warranty given by said manufacturer.

To qualify for warranty consideration under this Johnson Controls warranty, Buyer must immediately notify Johnson Controls at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect with the exercise of due diligence. Buyer must also promptly thereafter return to Johnson Controls (freight pre-paid by Buyer) all defective parts. Nothing herein is intended to provide warranty coverage to lessees or anyone other than Buyer and no third-parties are intended to be beneficiaries of this Limited Warranty.

If you are interested in adding additional coverage, contact your local JCI branch for more information about extended warranty.

The extended warranty is in accordance with BE Global Intercompany Equipment Warranty Policy 17-16.101.BEQ.

Customer Signature: \_\_\_\_\_

Johnson Controls Representative: \_\_\_\_\_

Date: \_\_\_\_\_



# STANDARD LIMITED WARRANTY ENGINEERED SYSTEMS EQUIPMENT

SERVICE POLICY

Su persed es: 50.05-NM2 (812)

Form 50.05-NM2 (1212)

## POLICY STATEMENT

Johnson Controls (JCI) warrants all equipment and associated factory supplied materials or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material for a period of eighteen (18) months from date of shipment, or twelve (12) months from date of start up, whichever occurs first. Subject to the exclusions listed below, Johnson Controls, at its option, will repair or replace, FOB point of shipment, such products or components as it finds defective.

Except for reciprocating replacement compressors, which Johnson Controls warrants for a period of twelve (12) months from date of shipment, Johnson Controls warrants Johnson Controls reconditioned or replacement materials, or installation or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material for a period of (90) days from date of shipment.

The above represents the minimum warranty policy Johnson Controls will extend to customers. Additional product specific coverage is provided as outlined in related warranty policies. No warranty repairs or replacements will be made until payment for all equipment, materials, or components has been received by Johnson Controls.

## EXCLUSIONS:

Unless specifically agreed to in the contract documents, this warranty does not include the following costs and expenses:

1. Labor to remove or reinstall any equipment, materials or components.
2. Shipping, handling or transportation charges, including cranes, safety walks or other safety requirements specific to jobsites.
3. Cost of refrigerant.
4. Freight damage.
5. Field applied coatings added to any surface or heat exchanger
6. Rental Chillers.

## ALL WARRANTIES ARE VOID IF:

1. Equipment is used with refrigerants, oil, additives, or antifreeze agents other than those authorized by supplying factory.
2. Equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment or refrigerant controls not approved by supplying factory
3. Equipment has been damaged by freezing because it was not properly protected during cold weather or damaged by fire or any other conditions not ordinarily encountered.
4. Equipment is not installed, operated, maintained and serviced in accordance with instructions issued by Johnson Controls.
5. Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
6. Equipment is not properly stored, protected, or inspected by the customer during the period from date of shipment to date of initial start-up.
7. Field coating of coil has occurred.
8. Equipment is damaged due to acts of god, abuse, including shipping damage, neglect, sabotage, or acts of terrorists.
9. Equipment has modifications carried out that have an effect on the original design of the product without such work being authorized by the factory. Any on site design changes or unit modification/replacement shall be authorized in advance by the factory.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL JOHNSON CONTROLS' LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY JOHNSON CONTROLS FROM BUYER FOR THE MATERIAL OR EQUIPMENT INVOLVED, NOR SHALL JOHNSON CONTROLS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JOHNSON CONTROLS SUPPLIERS AND SUBCONTRACTORS.





## Equipment Release Approval Form

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### SUBMITTAL NOTES

**Product Type:**YLAA - Air-Cooled Chiller

**Unit Tags:**CH-1

The following table must be completed prior to releasing the equipment for fabrication. Please initial the column indicating the information contained in this submittal has been verified, or indicate to refer to a marked-up page.

<b>SUBMITTAL VERIFICATION</b>	
	<b>Purchaser Initials</b>
Electrical voltage and electrical connections are compatible with jobsite requirements.	
Piping / Ductwork connections shown in this submittal are correct .	
Unit tag designations are correct.	
Equipment dimensions (length, width, and height) and weights have been verified to comply with jobsite conditions and rigging requirements. Please indicate approval by your initials on all included drawings.	
Verify "Unit Hand" of any Air Handling Equipment per the definition provided on the " <b>Equipment Release / Configuration Process</b> " form.	



<b>SUBMITTAL VERIFICATION</b>	
	<b>Purchaser Initials</b>
Indicate equipment configuration choices on the <b>Equipment Release /Configuration Process</b> form (if included on this Submittal package), and sign the form.	

**Important Notes:**

- 1) Actual fabrication release cannot commence until this form is signed by the customer and returned to JCI along with a release notification want date and ship to address.
- 2) Equipment "lead-time" does not start until confirmed release documentation is received, and the order is actually released to the factory.
- 3) Modifications to equipment configurations after fabrication release may impact cost and lead-time
- 4) Attached configurations are as shown in the approved equipment submittals or as defined in superseding customer correspondence.
- 5) AHU "Side" / "Hand" orientation is relative to a person standing inside an AHU with air hitting the back of the head.
- 6) Note that once this document is confirmed, the equipment configurations defined by this document take precedence over all other documents.
- 7) "Want date" and/or "ship to address" changes made after this document is confirmed may impact cost and lead-time.
- 8) Air handler drawings also include shipping split explosions with corresponding weights and dimensions. If additional splits are required, there will be additional costs and the unit length will increase.



Please fill out the following table and refer to the receiving/rigging instructions in this submittal to help ensure a smooth delivery and installation of the equipment.

<b>DELIVERY INFORMATION</b>	
	<b>Please fill out information below</b>
Contact name for coordinating delivery of equipment with transportation company	
Contact phone number	
Advance notice required from transportation company prior to delivering equipment (typically 48 hours)	
Ship to address:	
Other special shipping instructions or requirements	



**CUSTOMER APPROVAL:**

Customer  
Name: \_\_\_\_\_

Signature (\*) \_\_\_\_\_

Date: \_\_\_\_\_



SERVICES AGREEMENT

R24-05943
Requisition Number

P24-05626
Purchase Order Number

23-304
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 5th day of June, 2024 by and between Oxnard School District (hereinafter referred to as "District") and Bon Air, Inc. (hereinafter referred to as "Provider.")

PROVIDER.

Bon Air, Inc.

Provider

111340 W. Olympic Blvd., Ste #302

Street Address

Los Angeles, CA. 90064

City, State, Zip code

310-575-1111

Telephone Number

310-479-0029

Fax Number

estimating@bonairinc.com

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.

23-304
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 10, 2024, and terminate on September 24, 2025. 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 (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard School District  
District  
Attn: Dana Miller  
1051 South A Street  
Street  
Oxnard, CA 93030  
City, State, Zip Code

Bon Air, Inc.  
Provider  
Attn: Bahman Hannani  
11340 W. Olympic Blvd., Ste #302  
Street  
Los Angeles, CA 90064  
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



- 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: \_\_\_\_\_  
Signature  
**Lisa A. Franz**  
\_\_\_\_\_  
Name  
**Director, Purchasing**  
\_\_\_\_\_  
Title

**Bon Air, Inc.**  
\_\_\_\_\_  
Provider

\_\_\_\_\_  
Signature  
*Bahman Hannani*  
\_\_\_\_\_  
Name  
*President*  
\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

\*PER ATTACHED BID #23-10 AND AGREEMENT #23-304\*

**WORK SCHEDULE:**

START DATE: JUNE 10, 2024  
END DATE: SEPTEMBER 24, 2025

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ <u>166,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>166,000.00</u>
Deposit	\$ <u>0.00</u>
Balance Due after Completion of Services	\$ <u>0.00</u>

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

**PAYMENT SCHEDULE:**

Pay Applications to be submitted monthly to Dana Miller at [dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org), and Marcos Lopez at [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: June 5, 2024

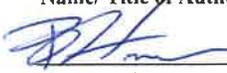
Provider: Bon Air, Inc.

**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.

Bahman Hannani, President  
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.

Bahman Hannani, President  
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: BH

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Change Order #001 to Agreement #23-238 with Enviroplex for the Marina West Elementary School ECDC (Pifko/Bennett/CFW)**

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At its regularly scheduled meeting on January 17th, 2024, the modular contract for the Marina West Elementary School ECDC Project was awarded to Enviroplex by the Board of Trustees.

During the course of construction, unforeseen site conditions and added outside agency involvement required a multi-phased delivery of the modular buildings. This Change Order is required to fund associated costs for the delivery and installation of the new classroom buildings into three crane placements in addition to adding TV mounts and additional drinking fountains noted during the design process.

#### **FISCAL IMPACT:**

\$95,842.98 - Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 to Agreement #23-238 with Enviroplex.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 \(4 Pages\)](#)

[Agreement #23-238, Enviroplex \(35 Pages\)](#)



# CHANGE ORDER

Date: 09/17/2025

CHANGE ORDER NO. 001

PROJECT: Marina West Elementary School ECDC Project  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 23-238

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

ARCHITECT: Flewelling Moody  
815 Colorado Blvd #200  
Los Angeles CA 90041

CONTRACTOR: Enviroplex  
4777 E. Carpenter Road  
Stockton CA 95215

Architects Proj. No.: 3066.0000  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-124194

Attn: Gaylene Givens

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.....	\$ 4,316,860.92
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 4,316,860.92
<b>NET CHANGE – Change Order #1</b>	<b>\$ 95,842.98</b>

Total Change Orders to Date: .....\$ 95,842.98

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....\$ 4,412,703.90

Commencement Date: .....December 18, 2024

Original Completion Date: .....June 30, 2025

Original Contract Time: .....283 Calendar Days

Time Extension for all Previous Change Orders: .....0 Days

Time Extension for this Change Order: .....365 Days

Adjusted Completion Date: .....June 30, 2026

Percentage ..... (0.00%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Add down and out monitor mounts and additional kindergarten drinking fountains		\$46,878.66		
2.	Additional cost for two added crane mobilizations due to Project being delivered in three stages due to Edison transformer delays		\$48,964.32		
3.					
4.					
5.					
6.					
	<b>Totals</b>		<b>\$95,842.98</b>		

Total Change Order No. 1 ..... \$ 95,842.98

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

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





# Oxnard School District

**PURCHASE ORDER**  
 NO: P24-04425  
 DATE 03/13/2024

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 385-1507

**SHIP TO:**  
 Facilities  
 1055 S C STREET  
 Oxnard, CA 93030-7442

Vendor Phone: (209) 992-7204 FAX:

ENVIROPLEX INC.  
 4777 E. CARPENTER ROAD  
 STOCKTON, CA 95215

**BILL TO:**  
 Accounts Payable  
[accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org)  
 1051 South A Street  
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 007276/1	REQUISITIONER Lisa Franz	REQUISITION # R24-04823
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DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
---------------	--------	------------------	----------	-------	-------

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE FULL MODULAR BUILDING DESIGN AND CONSTRUCTION SERVICES FOR TEN (10) MODULAR CLASSROOMS FOR THE MARINA WEST ECDC PROJECT, PER AGREEMENT #23-238  TERM OF AGREEMENT: JANUARY 18, 2024 THROUGH JUNE 30, 2025  *APPROVED BY THE BOARD OF TRUSTEES ON 1/17/2024  <b>ACCOUNT DISTRIBUTION</b> (094054) 350- 6270- 7700- 0- 0000- 8500- 052- 600- CPTK- 0	4,316,860.92	\$4,316,860.92
<b>IMPORTANT INSTRUCTIONS TO VENDOR</b> 1. Itemized INVOICES in Duplicate. 2. Enclose PACKING LIST with ALL shipments. 3. No deviation in PRICE or SUBSTITUTION in kind permitted. 4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. 5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. 6. Purchase order number must appear on packing slip. 7. Charges for the purchase in excess of 10% must be verified before delivery.				Order Sub-Total Sales Tax Shipping Adjustment <b>Order Total</b>	\$4,316,860.92 .00 .00 .00 <b>\$4,316,860.92</b>

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSTRUCTION SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this **17th** day of **January 2024**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and Enviroplex, Inc. (“Consultant”), a California Corporation. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

**RECITALS**

**A.** District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

**B.** Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

**C.** The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**OPERATIVE PROVISIONS**

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from January 18, 2024 through June 30, 2025 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Marina West Elementary School ECDC** (“Project”), as described in the **Enviroplex** proposal dated October 23, 2023.

**Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the Term, Consultant should request a time extension from the District no later than ten (10) days prior to the end of the Term. The request for a time extension should clearly identify the cause(s) for the delay of the completion of

Services within the Term. For this Agreement, the completion date for Services is June 30, 2025. District, will review and provide a response to any request for time extensions within two (2) days of receipt of the request for extension.

- **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services due to the sole negligence or intentionally wrongful acts of Consultant, its agents, or any subconsultants, Consultant will be liable for the reasonable costs of such Additional Services. If Consultant determines that requested Additional Services require additional compensation or time for performance, Consultant should submit a request for additional time and costs no later than ten (10) days of Consultant's receipt of the request for Additional Services. Consultant shall not be obligated to perform Additional Services unless and until Consultant and District mutually agree to a written Amendment to the Agreement incorporating the Additional Services.
4. **Compensation and Method of Payment.** In exchange for Consultant's services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit "A" – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid not later than forty-five (45) days of receipt of Consultant's correct and undisputed invoice. If any expenses stated within Consultant's invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will pay Consultant within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
5. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the reasonable satisfaction of District.
  - b) The specific Services of Consultant to be performed shall be indicated in **Exhibit "D"**, attached to this Agreement.
  - c) Consultant hereby represents and warrants that (a) it possesses the appropriate license(s) issued by the Contractors State License Board of the State of California to perform the services identified in **Exhibit "D,"** required under this Agreement; (b) it has all qualifications Consultant is legally required to perform the services identified in **Exhibit "D"**; (c) it is familiar with all current laws, rules, regulations and other

Agreement restrictions applicable to the Scope of Services under this agreement, with which Consultant is required to comply, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the Term set forth in this Agreement, as amended throughout the Term ; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other Agreement requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.

- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

## **6. Responsibilities of District.**

- a) District will prepare and furnish to Consultant , such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services. District will not distribute documentation prepared by Consultant to other consultants without Consultant’s explicit written approval.
- d) District shall be responsible for any and all permits required to be obtained by the landowner. Consultant may obtain adjustments to Term or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Project in accordance with the Agreement, including all Exhibits.

- e) District shall provide for the timely approval and execution of the Agreement, review all requests for additional time and costs in response to Additional Services requests not later than ten (10) days from receipt of request, pay all undisputed invoices not later than forty-five (45) days from receipt of invoice, and review any other documentation that requires District action in order for Consultant to complete the Services within three (3) days of receipt.

**Suspension of Work.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more District shall pay Consultant for all work performed, including all work required to safely cease operations during the Suspension of Work, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

- 7. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
  - c) Consultant may terminate this Agreement at any time upon ten (10) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for ten (10) calendar days after Consultant's written notice to District.
- 8. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon reasonable terms, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 9. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

**10. Default.**

- a) Failure of Consultant to reasonably perform any Services or comply with any material provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the reasonable satisfaction of District. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, if Consultant fails to cure the Default to the

reasonable satisfaction of District, District shall have (i) the right to cure Consultant's Default at reasonable cost to Consultant, ; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset undisputed, reasonable damages, and/or charge Consultant for all undisputed reasonable damages above and beyond unpaid balance of Agreement.

- 11. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 12. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant's guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 13. Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law, upon written notice from District. Such records shall include, at minimum, a detailed record of daily performance, and staff time records.
  - a) Any and all such records or documents shall be made available for inspection, audit, and copying, at reasonable times during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is reasonable and practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
  - b) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 14. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which 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. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
  - b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 15. Standard of Performance.** Consultant represents and warrants that it will perform the Services required under this Agreement in accordance with industry standards. Consultant represents and warrants that its employees and subcontractors have all required licenses, permits, qualifications and approvals that Consultant is required to obtain to permit Consultant to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times , perform all Services described herein in accordance with the industry standard. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").
- 16. Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:
- a) Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the Services performed hereunder.
- 17. Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- a) Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and

reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E, and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures but has not been previously required to do so by District.

*DD* (Initials)

- 18. Compliance with Applicable Laws.** In connection with the Services, Consultant shall keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules applicable to the Services performed by Consultant in accordance with the Agreement, including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain all licenses, permits and authorizations that Consultant is legally required to obtain to perform the Services. . District is responsible for any and all permits required to be obtained by the landowner. Contractor may obtain adjustments to schedule or cost for delay due to District failure to timely obtain all required permits or due to government failure to timely process all applications for licenses, permits and authorizations necessary to perform the Services in accordance with the Agreement. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any negligence or intentionally wrongful acts or omissions of Consultant.
- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 19. Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.
- 20. Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- 21. Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 22. Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest,

Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties, Services or obligations under this Agreement without the prior written consent of District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**23. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the negligent or intentionally wrongful acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the negligent or intentionally wrongful acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any licenses or certifications such subcontractors are required to obtain to perform the subcontract services.

**24. District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

**25. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.

a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

**26. Indemnification.**

a) Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, and employees ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, costs, expenses (including but not limited to attorneys' fees), and/or other liabilities required by this Agreement only to the extent such claims, actions, losses, damages, judgments, and/or other liabilities are caused by the negligent or intentionally wrongful acts or omissions of Consultant or its officers, employees or subcontractors. Consultant shall not be liable or responsible for any claim, demand, action, damage, loss, cost, expense, and/or other liability attributable to the negligence or intentionally wrongful acts or omissions of District or any of District's Board members, officers, officials, and employees.

b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.

c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from

each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

*DD* (Initials)

**27. Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

**28. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by e-mail, telecopier, or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Ana DeGenna, Superintendent  
Re: Marina West Reconstruction Project

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Vice President, Implementation Services  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006  
Attention: Gerald Schober  
Telephone: (626) 829-8300  
Email: [gschober@cfwinc.com](mailto:gschober@cfwinc.com)

**To Consultant:** **Enviroplex Inc.**  
4777 East Carpenter Road  
Stockton CA 95215  
Telephone: (209) 466-8000  
Email: [gaylene.givens@enviroplex.com](mailto:gaylene.givens@enviroplex.com)

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

**29. Disputes.** Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the undisputed Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the

AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 30. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 31. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement, including its Exhibits and documents incorporated by reference, and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 32. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 33. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 34. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 35. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 36. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**ENVIROPLEX INC.:**

*Lisa A. Franz*

Signature

*D. Duggins*

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Dave Duggins, Director

Typed Name/Title

*1-26-2024*

Date

01/11/2024

Date

Tax Identification Number: 68-0258325

## EXHIBIT "A"

### COMPENSATION & RATE/FEE SCHEDULE

**I. The following rates of pay shall apply in the performance of the Services under this Agreement:**

**Total Not to Exceed Fee = \$4,316,860.92**

- II.** Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services completed to the District's reasonable satisfaction, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
- A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole reasonable discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.
  - B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the Agreement.
  - C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.
  - D.** Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV.** Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.
- A.** Acceptable back-up for billings shall include, but not be limited to:
    - a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    - b.** Records for all supplies, materials and equipment properly charged to the Services in accordance with Exhibit A, sections III.B and III.D.
    - c.** Records for all travel pre-approved by District and properly charged to the Services in accordance with Exhibit A., section III.A..
    - d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services in accordance with Exhibit A, section III.C.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District in accordance with this section and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**The total compensation for the Services shall be provided for in this Agreement.**

**V. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. Consultant shall be reimbursed for all work required to safely cease operations during the Suspension of Work or termination, and for all direct and indirect expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services, or the termination.

After a notice of termination is given, Consultant shall submit to District a final claim for payment. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, prospective losses.

Exhibit "A"

## EXHIBIT "B"

### INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's counsel, in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. **General Liability, Automobile Liability, and Abuse/Molestation Coverages.**

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

**III. Other Requirements.** Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

**A.** If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

**B.** Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

**C.** The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Exhibit "B"

**EXHIBIT "C"**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS**

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: Lisa Alvarado

Title: Project Manager

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 01/11/202

Proper Name of Consultant: Enviroplex Inc.

Signature:  \_\_\_\_\_

By: Dave Duggins

Its: Director

**EXHIBIT "D"**

**SCOPE OF SERVICES**

**Outlined in Enviroplex Attached Proposal, dated October 23, 2023**



**Oxnard School District -- Marina West Elementary School**  
**(5) TK/Kinder Classrooms -- 72x40 Building -- Foundation by Owner**  
 BUDGETARY PRICING ONLY -- Pricing subject to final design and finishes  
 2019 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware, walls-full height tackboard; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; Standard bi-pitch roof design w/ galvanized standing seam panels, approximately .25:12 dual slope, 5' overhang in front 2'6" rear overhang.	EA	1	\$ 74,457.97	\$ 74,457.97
1006	add 12x40 center module	EA	4	\$ 31,008.38	\$ 124,033.54
1025	Engineering and/or Design Expense (PC reuse; SE foundation design on 2022 code, review, stamp, signature of ENV produced drawings; drafting site-specific plans); DSA 1MR processing, SE signature for Architect's DSA package, scope includes concrete batch mix and rebar submittal review and one site visit at pour in coordination with the site IOR.	Per hr	60	\$ 339.79	\$ 20,387.40
<b>Sub-floor options</b>					
Wood Foundation Options (DSA allows up to 2000 sf)					
ADA Access Ramps					
Concrete Foundations					
Standard Design (1500 psf soil bearing pressure, non-expansive soil and level ground)					
High Seismic(based on 1500 psf soil bearing pressure, non-expansive soil and level ground)					
<b>Foundation Vents &amp; Flashing</b>					
2304	12" high, 24 ga metal flashing	Per lf	224	\$ 22.00	\$ 4,928.00
<b>Exterior Finish Options</b>					
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4 adder	Per lf	224	\$ 7.66	\$ 1,715.84
Cement based or stucco					
2502	Cement backer, exterior (for use under exterior finish products) adder	Per sf	2,688	\$ 2.54	\$ 6,827.52
2503	3-coat stucco (performed in field at prevailing wage) adder	Per sf	2,688	\$ 24.52	\$ 65,909.76
2505	3-coat stucco control joint	Per lf	1,344	\$ 7.11	\$ 9,555.84
2508	Eisenwall 2-coat stucco system (or equal)	Per sf	2,688	\$ 2.19	\$ 5,886.72
2509	Acrylic Color - Standard Color Selections	Per sf	2,688	\$ 2.19	\$ 5,886.72
<b>Misc exterior finish</b>					
Upgraded Framing construction					
<b>Roofing Options</b>					
Standard pitch roofs (1/4:12), 2" galvanized standing seam, 5/8" plywood roof deck)					
2700	Shed Roof design	Per module	6	\$ 1,150.50	\$ 6,903.00
2703	Gable end overhang, up to 18"	EA	1	\$ 8,422.55	\$ 8,422.55
2708	Extend front overhang from 5' to 8'	Per module	6	\$ 1,021.45	\$ 6,128.70
<b>Thermal protection</b>					
Enhanced pitch roof (>1/4:12), finish material must be selected below					
Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)					
<b>GENERAL</b>					
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per lf	182	\$ 56.61	\$ 10,303.02
3003	Interior wall extension from ceiling level to bottom of purlins	Per lf	182	\$ 38.04	\$ 6,923.28
3006	Toilet room, single, cold only (ADA compliant)	EA	3	\$ 11,004.90	\$ 33,014.70
3011	Blocking only, wall mounted accessories, 4x4	Per lf	80	\$ 14.45	\$ 1,156.00
3016	Fire extinguisher w/wall bracket (51b 3A-40BC)	LF	1	\$ 134.91	\$ 134.91
3018	FRP wall panels	EA	440	\$ 3.60	\$ 1,584.00
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile Groups 1 & 2 or equal)	EA	900	\$ 43.00	\$ 38,700.00
3036	Koroseal - Spellbound or Equal - adder	Per sf	-	\$ 4.40	\$ -
<b>Doors (KD Frames standard)</b>					
3104	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$ 636.43	\$ 1,909.29
3105	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer	EA	2	\$ 2,016.66	\$ 4,033.32
3110	3070 interior wood door in steel frame, solid core, paint finished	EA	3	\$ 1,356.66	\$ 4,069.98
3115	Panic hardware, Von Duprin or equal	EA	4	\$ 2,602.11	\$ 10,408.44
3124	View light, 8x30 (adder)	EA	2	\$ 212.78	\$ 425.56
3231	Side light, 16"x84"	EA	2	\$ 735.10	\$ 1,470.20
<b>Electrical Options</b>					
3300	125 amp 1-phase panel	EA	3	\$ 813.38	\$ 2,440.14
<b>Lights</b>					
3408	Lighted "Exit" sign (battery back-up)	EA	3	\$ 228.55	\$ 685.65

3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	3	\$ 318.88	\$ 956.64
	Electrical infrastructure				
3502	Duplex receptacle	EA	16	\$ 130.66	\$ 2,090.56
3504	GFI receptacle	EA	5	\$ 159.65	\$ 798.25
3506	Dedicated Circuit	EA	3	\$ 464.19	\$ 1,392.57
3508	4 square box with switch ring and 3/4" conduit stub to attic	EA	12	\$ 99.67	\$ 1,196.04
3509	Conduit 3/4"	Per lf	100	\$ 3.35	\$ 335.00
3514	N-light switching w on/off & dim	EA	2	\$ 148.12	\$ 296.24
3516	N-light three way switching	EA	7	\$ 273.19	\$ 1,912.33
3522	conduit 1 1/2" conduit	LF	100	\$ 5.36	\$ 536.00
	Electrical Specialty				
3605	Exhaust Fan - Orbit 150CFM (or equal)	EA	2	\$ 341.37	\$ 682.74
	Low voltage items				
3703	Rough-in only for FA pull station	EA	1	\$ 115.01	\$ 115.01
3704	Rough-in only for FA interior horn/strobe	EA	1	\$ 118.14	\$ 118.14
4601	Roof mount HVAC, 4 ton, electric (Carrier or equal)	EA	2	\$ 11,733.20	\$ 23,466.40
4606	240V in-service GFI	EA	2	\$ 517.29	\$ 1,034.58
4607	Service disconnect & electrical	EA	2	\$ 571.07	\$ 1,142.14
	Misc HVAC				
4807	Primary condensate line for roof mounted HVAC	EA	3	\$ 1,026.20	\$ 3,078.60
	PLUMBING				
5001	Sink, classroom, SS, w/ bubbler, cold only	EA	4	\$ 2,891.41	\$ 11,565.64
5020	goose neck faucet	EA	2	\$ 434.72	\$ 869.44
5106	Water Heater -- Insta-Hot (2.5 gal or less) or equal	EA	2	\$ 1,580.80	\$ 3,161.60
5203	Hose bib, recessed (wall hydrant)	EA	1	\$ 1,316.50	\$ 1,316.50
5210	Floor Drain	EA	2	\$ 1,330.47	\$ 2,660.94
	Toilet partitions				
	Toilet accessories				
5405	Toilet paper dispenser, surface mount, multi-roll, Bobrick B-2888	EA	2	\$ 154.12	\$ 308.24
	Flooring (all prices per sf unless otherwise noted)				
	Carpet				
5612	Tandus - Broadloom -- Applause III Powerbond	Per sf	2,640	\$ 9.53	\$ 25,159.20
	Top set base				
5702	Burke 4" Vinyl - Roll @ 100' lengths	EA	250	\$ 5.01	\$ 1,252.50
	Tile				
5800	Daltile 1x1 or 2x2 squares (or equal) Group 1 & 2 Colorbody Porcelain Mosaics (or equal)	Per sf	240	\$ 34.05	\$ 8,172.00
	Walk off mats				
5900	Mannington, Recourse II	Per sf	70	\$ 19.23	\$ 1,346.10
	VCT (Vinyl Composition Tile)				
	Sheet Goods				
	Epoxy flooring				
	Flooring transltion				
	CASEWORK				
6508	101 24x34x24 single door	EA	2	\$ 874.55	\$ 1,749.10
6521	153 36x34x24 ADA sink base	EA	4	\$ 1,232.16	\$ 4,928.64
6542	211 24x34x24 1 drawer / 1 door	EA	2	\$ 866.42	\$ 1,732.84
6544	212 36x34x24 1 drawer/2 doors	EA	6	\$ 1,237.04	\$ 7,422.24
6572	301 18x30x12 wall hung/1 door	EA	2	\$ 581.94	\$ 1,163.88
6578	302 36x18x12 wall hung/2 door	EA	12	\$ 685.98	\$ 8,231.76
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	60	\$ 109.14	\$ 6,548.40
6625	Finished end panels	EA	22	\$ 174.60	\$ 3,841.20

Sub-Total \$ 588,886.51

	DISTRICT SPECIFIED ITEMS				
1025	Custom 6 panel windows (final design TBD)	EA	6	\$ 3,875.00	\$ 23,250.00
1025	3-track upper/lower full height sliding marker boards, field installed at prevailing wages	EA	4	\$ 16,972.00	\$ 67,888.00
					Sub-Total \$ 91,138.00

	PROJECT CLOSE OUT ITEMS				
1	Labor to close out site	hour	180	\$ 110.00	\$ 19,800.00
2	On-Site Labor (plumbing close-out)	hour	40	\$ 268.00	\$ 10,720.00
3	Crane	hour	6	\$ 1,500.00	\$ 9,000.00
4	Delivery	floor	6	\$ 12,250.00	\$ 73,500.00
5	Installation	floor	6	\$ 7,550.00	\$ 45,300.00
6	Bond		1		\$ 6,183.31
7	Estimated Tax		1		\$ 18,844.37

<b>Total</b>	<b>\$ 863,372.18</b>
<b>Typical of 5 Grand Total</b>	<b>\$ 4,316,860.92</b>

**Notes:**

- 1 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. The SE's charges are included with this Proposal.

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #23-238**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270 BB requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, [] is [] is not subject to disclosure obligations.

Date: 1-26-2024

By: 

Lisa A. Franz  
Director, Purchasing





**ADDITIONAL REMARKS SCHEDULE**

AGENCY SullivanCurtisMonroe Insurance Services (Pasadena)		NAMED INSURED Enviroplex, Inc. 4777 E. Carpenter Rd. Stockton CA 95215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Oxnard School District**

**ADDRESS: 1051 South A Street Oxnard CA 93030**

Excess Liability Carriers Continued:

- Bridgeway Insurance Company NAIC#12489
- Policy#8EA7XL000230700 Eff. 4/30/2023 - 4/30/2024 \$2M Limit
- Westchester Surplus Lines Insurance Company NAIC10172
- Policy#G47403479001 Eff. 4/30/2023 - 4/30/2024 \$3M Limit
- Steadfast Insurance Company NAIC#26387
- Policy#AEC417431903 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
- Continental Casualty Company NAIC #20443
- Policy#7037149355 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
- Landmark American Insurance Company NAIC#33138
- Policy#LHA102231 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
- Homesite Insurance Company NAIC#17221
- Policy#CXS13700970602 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
- Aspen American Insurance Company NAIC#43460
- Policy#CX00CAG23 Eff. 4/30/2023 - 4/30/2024 \$20M Limit
- Endurance Insurance Company NAIC#10641
- Policy#ELD30001663603 Eff. 4/30/2023 - 4/30/2024 \$5M Limit

**SECTION II - WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

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

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

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

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

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

**b. Excess Insurance**

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

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

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

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

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

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

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

#### 6. Representations

##### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

##### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

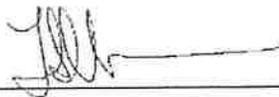
**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.




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**Authorized Representative or Countersignature (in States Where Applicable)**

87950 (10/05)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

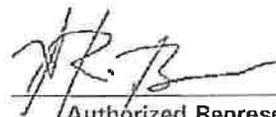
*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

74445 (10/99)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

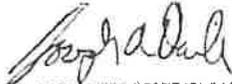
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



AUTHORIZED REPRESENTATIVE

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Allowance Allocation #001 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities, modernizing and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 16, 2024, the Board entered into Construction Services Agreement #24-143 with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

On March 05, 2025, the Board approved Amendment No. 001 to Construction Services Agreement #24-143, approving the Guaranteed Maximum Price (GMP). Within the GMP, an Allowance of \$150,000.00 is noted to be used at the Board's discretion for flooring related issues.

This Contract Amendment is to allocate the \$150,000.00 from the Guaranteed Maximum Price (GMP) for flooring as noted in the GMP. This allowance allocation shall be used for demolition and installation of new flooring in classrooms for Phase I. There will be a related item on the Board Agenda for the additional funds required to provide the new flooring beyond the allowance contained within the GMP.

#### **FISCAL IMPACT:**

No Fiscal Impact – The Allocation #1 amount of \$150,000.00 will be funded from the flooring allocation contained with the GMP.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Allowance Allocation #001 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School, in the amount of \$150,000.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Allowance Allocation #001 \(3 Pages\)](#)

[Amendment #1 \(11 Pages\)](#)

[Construction Services Agreement #24-143, Viola Constructors \(62 Pages\)](#)



# ALLOWANCE ALLOCATION #1 REQUEST

Date: 09/17/2025

ALLOWANCE ALLOCATION NO. 001

**PROJECT:** McAuliffe Modernization Project  
**O.S.D. BID No.** N/A  
**O.S.D. Agreement No.** 24-143

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

**ARCHITECT:** Arcadis/IBI  
333 S. Hope St. Suite C-200  
Los Angeles, CA 90017

**CONTRACTOR:** Viola Constructors  
5811 Olivas Park Dr. #204  
Ventura, CA 93003  
**Attn:** Mr. Michael Viola

**Architects Proj. No.:** 123392  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-121079

**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.**

<b>ORIGINAL FLOORING ALLOCATION SUM</b> .....	\$	<b>150,000.00</b>
<b>NET CHANGE - ALL PREVIOUS ALLOCATIONS</b> .....	\$	<b>0.00</b>
<b>ADJUSTED ALLOCATION SUM</b> .....	\$	<b>0.00</b>
<b>NET CHANGE THIS ALLOCATION</b>	\$	<b>150,000.00</b>
<b>Total Allocations to Date:</b> .....	\$	<b>150,000.00</b>
<b>ADJUSTED ALLOCATION SUM THROUGH ALLOCATION NO. 01</b> .....	\$	<b>150,000.00</b>
<b>Anticipated Commencement Date</b> .....		<b>03/06/25</b>
<b>Actual Commencement Date:</b> .....		<b>03/06/25</b>
<b>Original Completion Date:</b> .....		<b>08/30/26</b>
<b>Original Contract Time:</b> .....		<b>365 Calendar Days</b>
<b>Time Extension for all Previous Change Orders:</b> .....		<b>0 Calendar Days</b>
<b>Time Extension for this Change Order:</b> .....		<b>0 Calendar Days</b>
<b>Adjusted Completion Date:</b> .....		<b>08/30/26</b>
<b>Percentage</b> .....		<b>0%</b>

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Allowance Request #1 - Demo and Install New Flooring in Classrooms		\$150,000.00		
	Totals	\$ 0.00	\$150,000.00	\$ 0.00	\$ 0.00

Total Flooring Allocation .....\$ \$150,00.00

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

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



Date: 8/26/2025

Change Event # PCO#001

## McAuliffe ES Modernization Request for Allocation of GMP Allowance Authorization

Viola Incorporated requests that allowance funds included in the Guaranteed Maximum Price be utilized to complete the Demolition of existing classroom flooring and installation of new HVT Flooring and Cove Base in 27 Classrooms.

Description of work:

Reference PCO#001.

Demo existing classroom flooring and install new HVT flooring at 27 classrooms.

Total cost for this change event: \$150,000.00

Viola Inc.

Requested By: \_\_\_\_\_

*Nick Shipp*

CFW

Authorized By: \_\_\_\_\_

## **Amendment No. 001 to Construction Services Agreement No. 24-143**

The Construction Services Agreement No. 24-143 (“Agreement”) entered into on October 16, 2024, by and between the Oxnard School District (“District”) and Viola Inc. (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-143 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McAuliffe Elementary School Modernization Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates McAuliffe Elementary School located at 3300 Via Marina Way, Oxnard, CA 93035 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to modernize the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Constructors to construct thru the completion and occupancy of the McAuliffe Elementary School Modernization project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

**AMENDMENT**

The Parties agree to add the following language to SECTION 1 of the Agreement:

H. Site – The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit A attached.

The Parties agree to add the following language to Section 5 of the Agreement:

The GMP for the Project shall be **Six Million Nine Hundred Eight Thousand Two Hundred Forty Dollars and Fifty Cents (\$6,908,240.50)**. The GMP consists of Sublease Payments in the amount of **Thirty Thousand One Hundred Forty Eight Dollars and Eighteen Cents (\$30,148.18)** per month for **12** months for a total lease value of **Three Hundred Sixty-One Thousand Seven Hundred Seventy-Eight Dollars and Sixteen Cents (\$361,778.16)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 24-143 entered into and executed by the Parties on October 16, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

**OXNARD SCHOOL DISTRICT:**

By:   
Melissa Reyes, Director, Purchasing

3/6/25  
Date:

**VIOLA INC.:**

By: Michael T. Viola  
Michael Viola, President

02-24-2025  
Date:

## **EXHIBIT A**

### **Scope of Work (Plans & Specifications)**

McAuliffe Elementary School – 3300 Via Marina Ave, Oxnard, CA  
93035

Plans and Specifications as prepared by IBI Group, now Arcadis. DSA  
Application Number 03-121079. DSA file number 56-22

## **SITE LEASE**

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 5<sup>th</sup> day of March, 2025, 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") as lessor, and Viola, Inc. with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor") as lessee.

## **RECITALS**

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at McAuliffe Elementary School, 3300 W. Via Marina Avenue, Oxnard, CA 93035, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

### **SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

#### **SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

**SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

**SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

**SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

**SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

**SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

**SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

**SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

**SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

**SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

**SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease 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, Inc.  
5811 Olivas Park Drive, Suite 204  
Ventura, CA 93003  
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to Gerald Schober  
Vice President, Implementation Services  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> 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 party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

**SECTION 21. Execution in Counterparts**

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

**SECTION 23. Applicable Law**

This Site Lease 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 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**SECTION 25. Time**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

THE DISTRICT

Viola, Inc.

Oxnard School District,  
a California school district

By: Michael T. Viola

By: Melissa Reyes

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: 02-24-2025

Date: 3/6/25

## OSD AGREEMENT #24-143

### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 16<sup>th</sup> day of October, 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. (Contractor) 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 McAuliffe Elementary School, located at 3300 W. Via Marina Avenue, Oxnard, CA 93035 (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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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

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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

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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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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 **TO BE DETERMINED (\$X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **SEVENTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$17,310.00)**. (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

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been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the 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

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Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

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requirements set forth in the General Conditions.

- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss 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

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discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or

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equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, 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.

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- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

### SECTION 11. NOT USED

### SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Director 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 Director 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.

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## OSD AGREEMENT #24-143

### SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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

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OXNARD SCHOOL DISTRICT

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easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including

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## OSD AGREEMENT #24-143

Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost

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of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

### **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to 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.

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The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Inc.  
5811 Olivas Park Drive, Suite 204  
Ventura, CA 93003  
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to:

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

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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 (5<sup>th</sup>) day after mailing or actual receipt by the other party.

### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

### **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

### **SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

### **SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District

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of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**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

THE DISTRICT

Viola, Inc.

Oxnard School District,  
a California school district

By: Michael T. Viola

By: 

Michael T. Viola  
Title: President/Chief Executive Officer

Melissa Reyes  
Title: Director, Purchasing

Date: October 15, 2024

Date: 10/17/24

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**EXHIBIT A**

**Scope of Work (Plans & Specifications)**

To be Designed

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**EXHIBIT B**

**Oxnard School District**

**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 Seventeen Thousand Three Hundred Ten Dollars and No Cents (\$17,310.00) 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.

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### 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.

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### 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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- 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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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, Inc.

By: Michael T. Viola

Michael T. Viola

Title: President/Chief Executive Officer

Date: October 15, 2024

THE DISTRICT

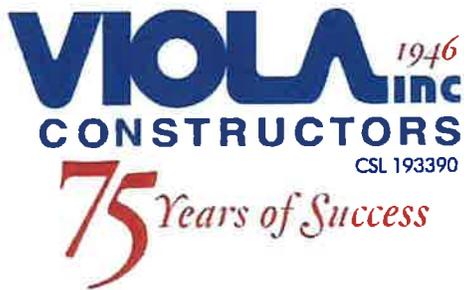
Oxnard School District,  
a California school district

By: [Signature]

Melissa Reyes

Title: Director, Purchasing

Date: 10/17/24



**RFQ/P Response for Lease Lease-Back  
Preconstruction and Construction Services  
for the McAuliffe Elementary School  
Modernization Project**

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August 21, 2024

Gerald Schober  
Vice President, Implementation Services  
Oxnard School District  
C/O Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

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 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 and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

A handwritten signature in blue ink, appearing to read "Michael T. Viola".

Michael T. Viola  
President/Chief Executive Officer



## Qualifications

### Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. 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.

### A. Experience

<u><b>Driffill Elementary School</b></u>	Oxnard School District	\$3.4 million
<u><b>PK/K/TK Modular Buildings</b></u>	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.

<u><b>Alila Elementary School</b></u>	Earlimart School District	\$3.1 million
<u><b>PK/K/TK Modular Buildings</b></u>	850 W Washington Ave., Earlimart	in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Preconstruction Budget: \$55,491.88

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.



**Rio Mesa High School** Oxnard Union High School District \$20.5 million  
**New HVAC Modernization** 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.

**Channel Islands High School** Oxnard Union High School District \$10.8 million  
**HVAC Modernization Phases 1&2** 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.

**Camarillo Special Education School** Ventura County Office of Education \$15.7 million  
**(Triton Academy)** 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<sup>st</sup> 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.

**Lamont Elementary School New** Lamont School District \$2.9 million  
**Construction & Modernization Project** 7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$65,208

GMP: \$2,457,342

Contingency: \$0

Allowance: \$81,420

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** Lamont School District \$2.8 million  
 7915 Burgundy Avenue  
 Owner Contact: Eric Brock (661) 201-6504  
 Architect: IBI Group  
 Preconstruction Budget: \$63,486  
 GMP: \$2,387,363  
 Contingency: \$0  
 Allowance: \$309,385.69  
 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.

**Myrtle Avenue Elementary School New Construction & Modernization Project** Lamont School District \$3.1 million  
 7915 Burgundy Avenue  
 Owner Contact: Eric Brock (661) 201-6504  
 Architect: Perkins Eastman  
 Preconstruction Budget: \$74,696  
 GMP: \$2,655,629  
 Contingency: \$64,525  
 Allowance: \$175,568  
 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.

**Norman R Brekke Elementary School Kindergarten Flex Classroom Building** Oxnard School District \$782,815  
 1051 South A Street  
 Owner Contact: Lisa Franz (805) 385-1501 x2410  
 Preconstruction Budget: \$5,288  
 GMP: \$737,009  
 Contingency: \$20,000  
 Allowance: \$82,715  
 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.



**Christa McAuliffe Elementary School**                      Oxnard School District                      \$1.2 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410  
 Preconstruction Budget: \$5,288  
 GMP: \$799,169  
 Contingency: \$20,000  
 Allowance: \$56,740  
 Allowance returned to District: \$7,445

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.

**Emilie Ritchen Elementary School**                      Oxnard School District                      \$1.3 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410  
 Preconstruction Budget: \$5,288  
 GMP: \$745,144  
 Contingency: \$20,000  
 Allowance: \$56,740

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.

**Ramona Elementary School**                      Oxnard School District                      \$822,488  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410  
 Architect: Flewelling & Moody  
 Preconstruction Budget: \$5,288  
 GMP: \$834,200  
 Contingency: \$20,000  
 Allowance: \$101,569  
 Allowance returned to District: \$11,711

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. Project Team

### 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 \$310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

### Patrick Waid, 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:

- 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



Rick Canchola, Quality 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:

- 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

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 has proven to their stakeholders that there isn't a challenge that can't be overcome.

Relevant Project Experience:

- 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 Lomino, Sr. Project Engineer

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 project engineer with a background as a deputy inspector. With three years of experience in the industry, 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:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

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 ten years ago 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. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:

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



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:

- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Taft College Multi-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

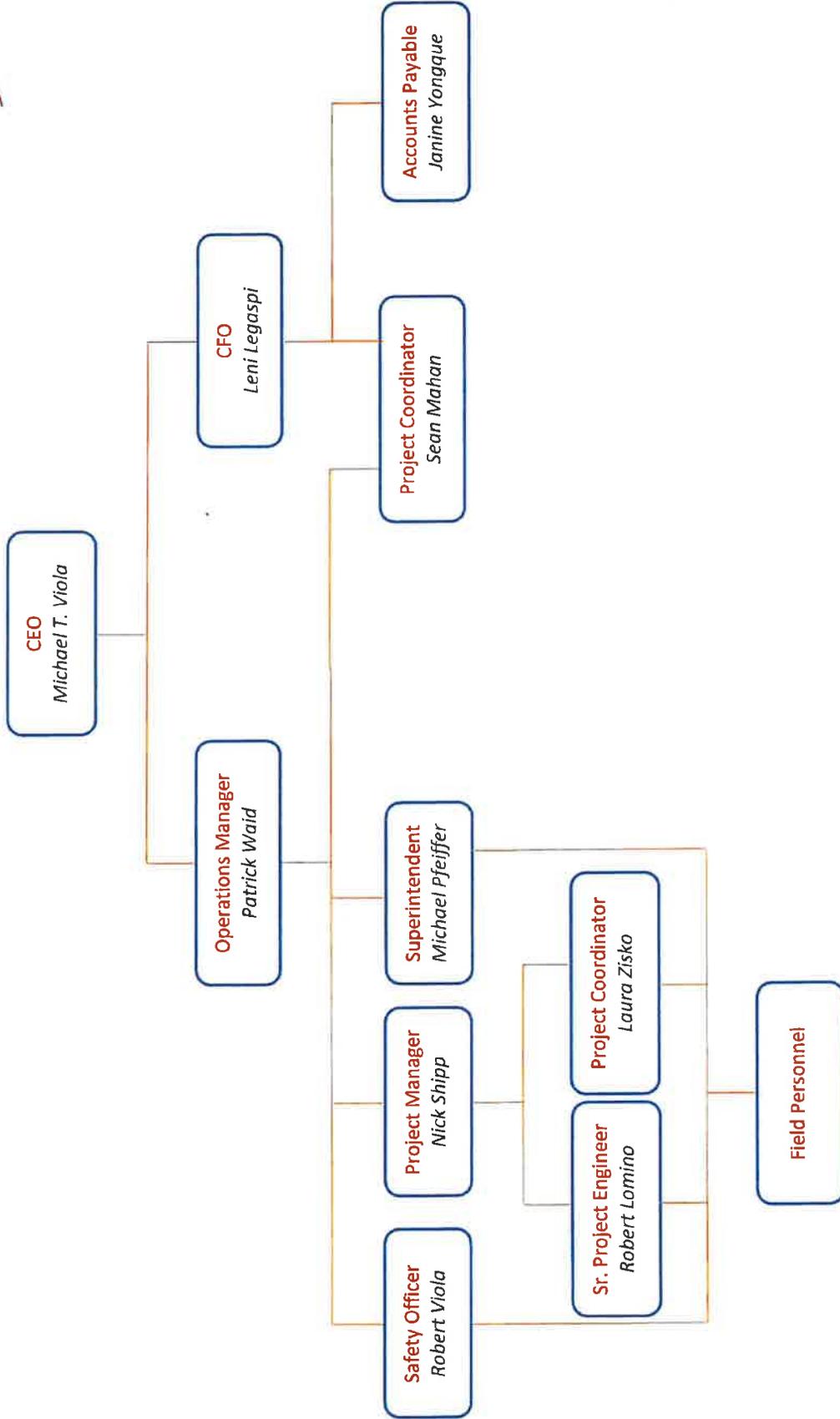
Sean Mahan, Project Coordinator

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:

- 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
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



### **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 six 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.

EMR for 2024: .78

EMR for 2023: .78

EMR for 2022: .76

### **E. Bonding Capacity**

See attached

## McAuliffe Elementary School Modernization Project

### F. Conceptual Plans

#### F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in Conventional School construction, renovation of existing campuses, several portable to permanent classroom structures 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:

1. 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.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

F2, F3, F4 See attached



## F5. 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 =	6.00% of the GMP
General Conditions =	Based on 15 month 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

The District and Design Team have DSA approved plans, Viola can and will identify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures, and alternate light fixture packages.

## H. Subcontractor / Trade Details

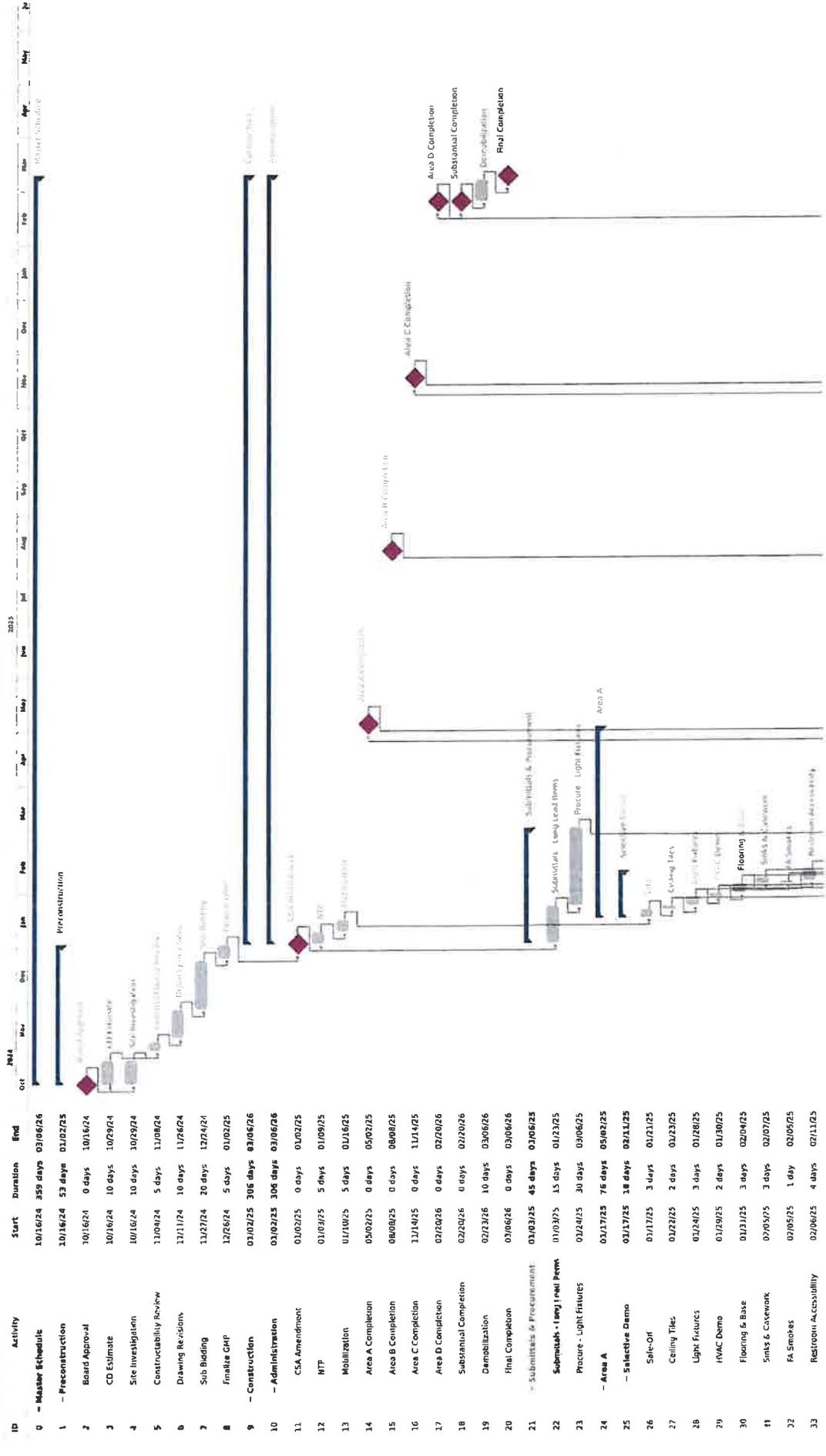
Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.



## **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 kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to insure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

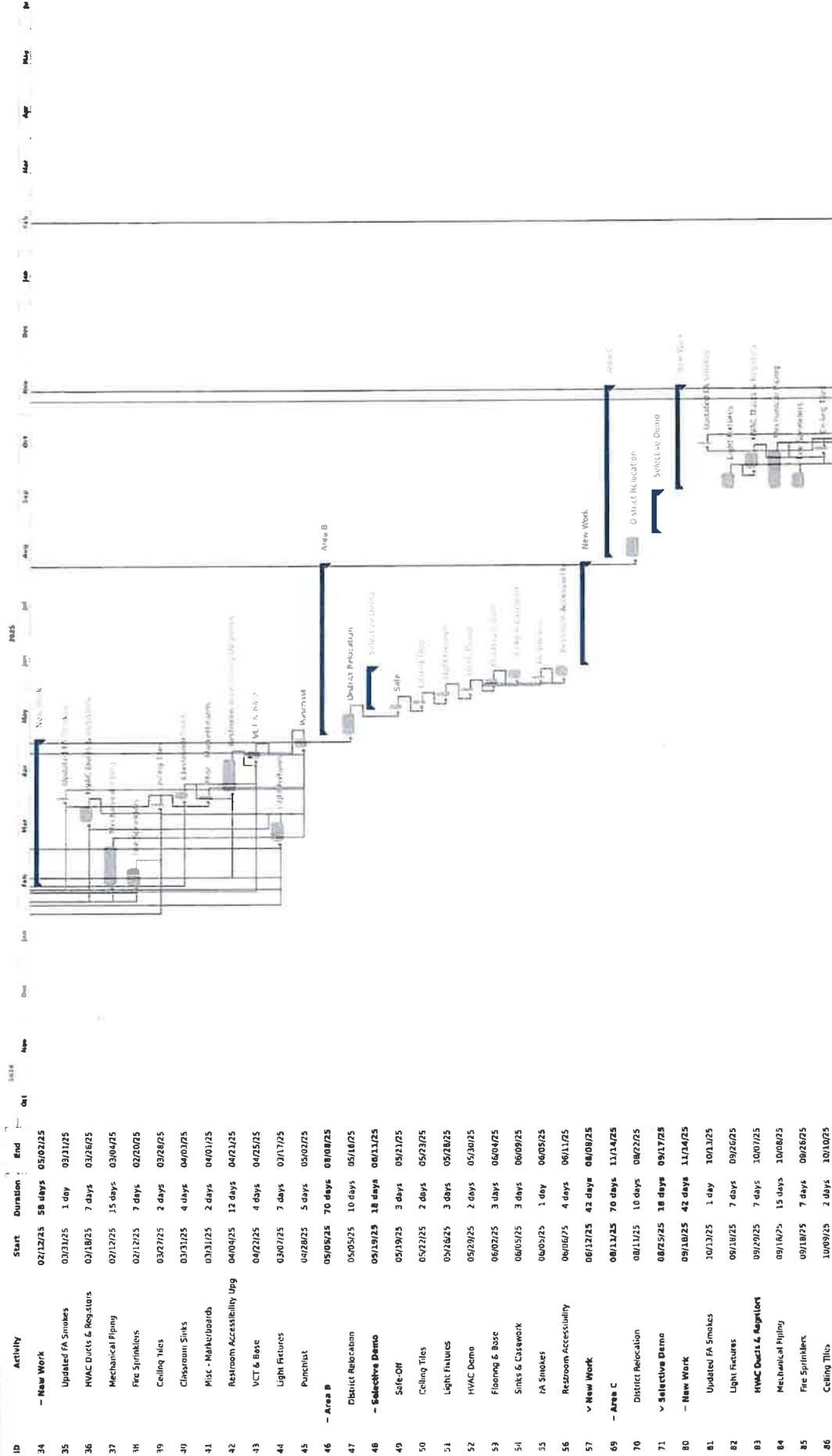
***"Together as a Team we build Successful Projects,  
One by One, Year after Year"***



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■ General  
■ Parent Activity  
■ Child Activity  
■ Milestone  
■ Baseline  
■ Delay  
■ Completed  
■ Overdue  
■ Ahead  
■ Uninitiated

**McAuliffe ES Modernization  
RFP Schedule**



**General**

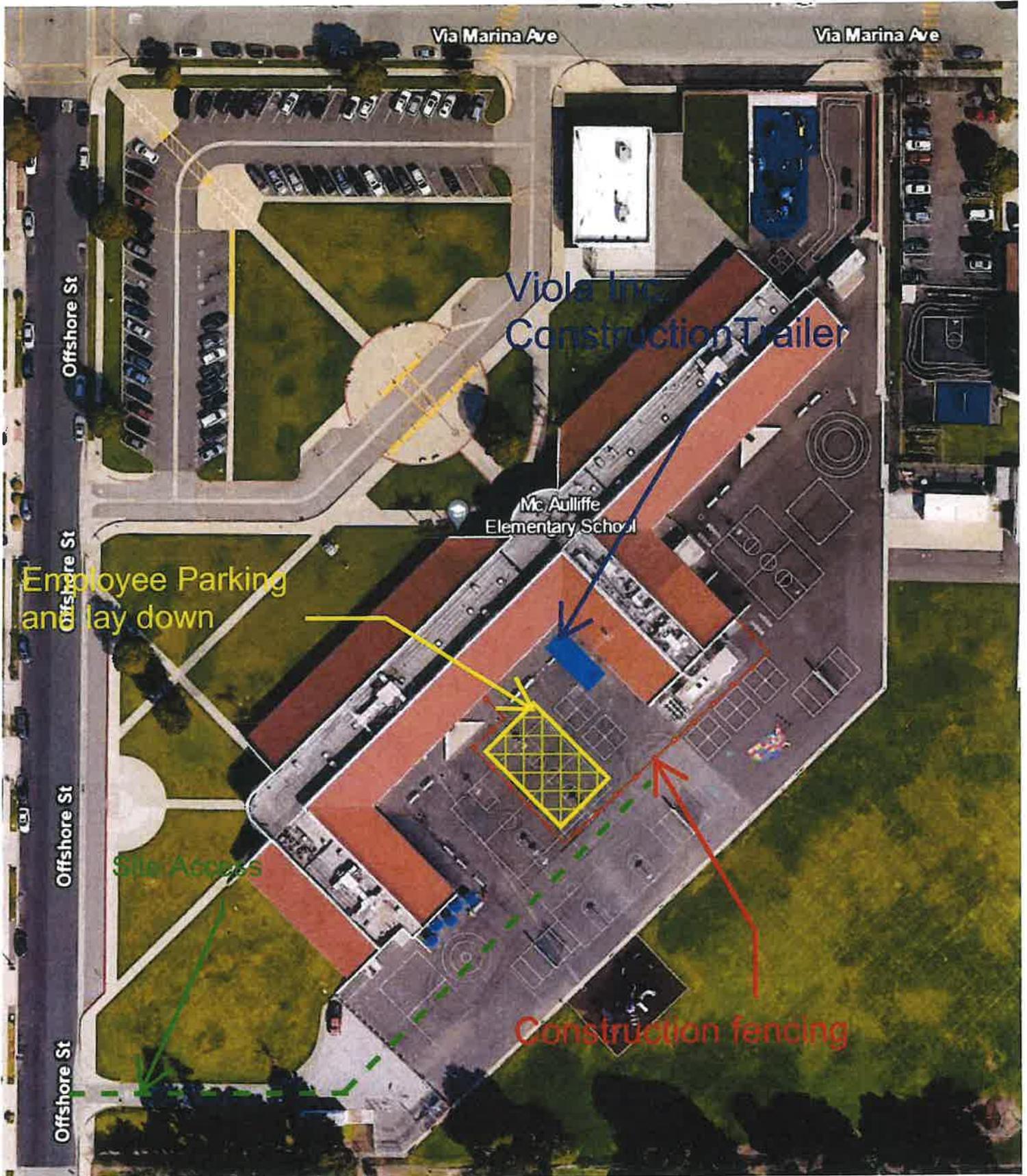
- Parent Activity
- Child Activity
- Baseline
- Delay
- Milestone
- Links
- Status
  - Completed
  - Overdue
  - Ahead
  - Uninitiated

ID	Activity	Start	Duration	End
87	Classroom Sinks	10/13/25	4 days	10/16/25
88	Misc - Marketboards	10/13/25	2 days	10/14/25
89	Restroom Accessibility Upgra	10/17/25	12 days	11/03/25
90	VCT & Base	11/04/25	4 days	11/07/25
91	Punchlist	11/10/25	5 days	11/14/25
92	- Area D	11/17/25	70 days	02/20/26
93	District Relocation	11/17/25	10 days	11/28/25
94	✓ Selective Demo	12/01/25	18 days	12/24/25
103	- New Work	12/25/25	42 days	02/20/26
104	Updated FA Smokes	01/19/26	1 day	01/19/26
105	Light Fixtures	12/25/25	7 days	01/02/26
106	HVAC Ducts & Registers	01/05/26	7 days	01/13/26
107	Mechanical Piping	12/25/25	15 days	01/14/26
108	Fire Sprinklers	12/25/25	7 days	01/02/26
109	Ceiling Tiles	01/19/26	2 days	01/16/26
110	Classroom Sinks	01/19/26	4 days	01/22/26
111	Misc - Marketboards	01/19/26	2 days	01/20/26
112	Restroom Accessibility Upgra	01/23/26	12 days	02/09/26
113	VCT & Base	02/10/26	4 days	02/13/26
114	Punchlist	02/16/26	5 days	02/20/26



**General**

- Parent Activity
- Child Activity
- Baseline
- Delay (+ # days)
- Milestone
- Links
- Status:
  - Completed
  - Overdue
  - Ahead
  - Uninitiated



### MCAuliffe ES Conceptual Budget Estimate 8-21-24

Scope of Work Descrpt	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
						% of Project		
		Summary						
0100		General Conditions		SF		\$	855,000.00	
01720		Field Engineering (Survey)		SF		\$	15,000.00	
02200		Demolition		SF		\$	441,727.00	
02300		Earthwork		SF		\$	-	
02500		Underground Utilities		SF		\$	-	
02600		A/C Paving		SF		\$	-	
02700		Pavement Marking & Bumpers		SF		\$	-	
02820		Fences & Gates		SF		\$	-	
02900		Landscape & Irrigation		SF		\$	-	
03300		Cast In Place Concrete (Bldg)		SF		\$	50,000.00	
03400		Precast Concrete		SF		\$	-	
02775		Site Concrete		SF		\$	-	
04200		Masonry		SF		\$	-	
05100		Structural Steel		SF		\$	-	
05500		Metal Fabrication		SF		\$	8,000.00	
06610		Misc. Carpentry - M&T		SF		\$	125,000.00	
06600		Rough Carpentry (Framing)		SF		\$	-	
06620		Architectural Woodwork		SF		\$	19,000.00	
07300		Building Insulation		SF		\$	3,500.00	
07400		Membrane/Built-up Roofing		SF		\$	-	
07600		Sheet Metal Flashing & Trim		SF		\$	-	
07500		Metal Roofing & Sidings		SF		\$	-	
07920		Joint Sealants		SF		\$	-	
07800		Fireproofing		SF		\$	25,000.00	
08100		Doors, Frames & Hardware		SF		\$	7,000.00	
08400		Storefront, Glass & Glazing		SF		\$	65,000.00	
09100		Lath & Plaster		SF		\$	-	
09200		Drywall		SF		\$	200,000.00	
09300		Ceramic Tile		SF		\$	50,000.00	
09500		Acoustical Ceilings		SF		\$	237,853.00	
09400		Flooring (Carpet & Resilient)		SF		\$	611,622.00	
09700		Painting, Coatings & Wall Coverings		SF		\$	93,442.25	
10200		Signage		SF		\$	20,000.00	
10150		Toilet Partitions & Accessories		SF		\$	75,000.00	
114000		Food Service Equipment		SF		\$	-	
12490		Window Coverings		SF		\$	-	
15300		Fire Sprinkler System		SF		\$	56,510.00	
15400		Plumbing		SF		\$	679,580.00	
15500		HVAC		SF		\$	1,019,370.00	
16000		Electrical		SF		\$	645,601.00	
16400		Comm & Low Voltage		SF		\$	-	
16720		Fire Alarm		SF		\$	509,685.00	
		<b>Subtotal Building Construction Costs</b>	<b>0</b>		\$		<b>\$ 5,811,890.25</b>	

<b>CONSTRUCTION COSTS</b>			
Building Construction Costs	\$ 5,811,890.25		
<b>Subtotal - Construction Direct Costs</b>			
Performance & Payment Bond	\$ 54,631.77		
Liability Insurance	\$ 58,118.90		
Course of Construction Insurance	\$ 116,237.81		
Overhead and Profit	\$ 348,713.42		
Construction Contingency	\$ -		
<b>Construction costs, Bond, Insurance, Overhead and</b>	<b>\$ 6,389,592.14</b>		
<b>TOTAL GC CONSTRUCTION COSTS</b>	<b>\$ 6,389,592.14</b>		
Alternates			

**Summary of Trade Activities**

	Description	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
11000	General Conditions			15	mths	\$ 57,000.00	\$ 855,000.00		
							\$ -		
							\$ -		
	<b>TOTAL General Conditions</b>							\$ 855,000.00	
01720	Field Engineering (Survey)			1	ls	\$ 15,000.00	\$ 15,000.00		
	Layout and coordination						\$ -		
							\$ -		
	<b>TOTAL Field Engineering (Survey)</b>							\$ 15,000.00	
02200	Demolition								
1	Selective demolition			12222	sqft	\$ 13.00	\$ 158,886.00		
2	Selective demolition			4056	sqft	\$ 13.00	\$ 52,728.00		
3	Selective demolition			11977	sqft	\$ 13.00	\$ 155,701.00		
4	Selective demolition			5724	sqft	\$ 13.00	\$ 74,412.00		
	<b>TOTAL Demolition</b>							\$ 441,727.00	
02300	Earthwork			0	sqft	\$ -	\$ -		
				0	ls	\$ -	\$ -		
				0	ls	\$ -	\$ -		
	<b>TOTAL Earthwork</b>							\$ -	
02500	Underground Utilities			0	sqft	\$ -	\$ -		
				0	sqft	\$ -	\$ -		
							\$ -		
	<b>Underground Utilities</b>							\$ -	
02600	A/C Paving			0	ls	\$ -	\$ -		
							\$ -		
							\$ -		
	<b>TOTAL A/C Paving</b>							\$ -	
02700	Pavement Marking & Bumpers						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Pavement Marking &amp; Bumpers</b>							\$ -	
02820	Fences & Gates						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Fences &amp; Gates</b>							\$ -	
02900	Landscape & Irrigation						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Landscape &amp; Irrigation</b>							\$ -	
03300	Cast In Place Concrete (Bldg)			2000	sqft	\$ 25.00	\$ 50,000.00		
							\$ -		
							\$ -		
	<b>TOTAL Cast In Place Concrete (Bldg)</b>							\$ 50,000.00	
03400	Precast Concrete						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Precast Concrete</b>							\$ -	
02775	Site Concrete			0	sqft	\$ -	\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Site Concrete</b>							\$ -	
04200	Masonry						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Masonry</b>							\$ -	
05100	Structural Steel						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Structural Steel</b>							\$ -	
05500	Metal Fabrication			4	ea	\$ 2,000.00	\$ 8,000.00		
	Handrails for Drinking fountains						\$ -		
							\$ -		
	<b>TOTAL Metal Fabrication</b>							\$ 8,000.00	

06610	Misc Carpentry - M&T								
	Miscellaneous blocking and framing	1	ls	\$ 125,000.00	\$ 125,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Misc Carpentry - M&amp;T</b>							\$ 125,000.00	
06600	Rough Carpentry (Framing)								
	Reframe accessible doorways	0	ea	\$ 4,000.00	\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Rough Carpentry</b>							\$ -	
06620	Architectural Woodwork								
	New Casework/Cabinet Shelving	12	ea	\$ 1,500.00	\$ 18,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Architectural Woodwork</b>							\$ 18,000.00	
07300	Building Insulation								
	Insulation allowance new door walls	7	ea	\$ 500.00	\$ 3,500.00				
					\$ -				
					\$ -				
	<b>TOTAL Building Insulation</b>							\$ 3,500.00	
07400	Membrane/Built-up Roofing								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Membrane/Built-up Roofing</b>							\$ -	
07600	Sheet Metal Flashing & Trim								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Sheet Metal Flashing &amp; Trim</b>							\$ -	
07500	Metal Roofing & Sidings								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Metal Roofing &amp; Sidings</b>							\$ -	
07920	Joint Sealants								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Joint Sealants</b>							\$ -	
07800	Fireproofing								
	Firestop penetrations	1	ls	\$ 25,000.00	\$ 25,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Fireproofing</b>							\$ 25,000.00	
08100	Doors, Frames & Hardware								
	Accessible door frames and hardware	2	ea	\$ 3,500.00	\$ 7,000.00				
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Doors, Frames &amp; Hardware</b>							\$ 7,000.00	
08400	Storefront, Glass & Glazing								
	171 A, 171B	1	ls	\$ 65,000.00	\$ 65,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Sotrefront, Glass &amp; Glazing</b>							\$ 65,000.00	
09100	Lath & Plaster								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Lath &amp; Plaster</b>							\$ -	
09200	Drywall								
	Gypsum drywall repairs	1	ls	\$ 200,000.00	\$ 200,000.00				
	Replace vinyl covered drywall	0	sqft	\$ 25.00	\$ -				
					\$ -				
	<b>TOTAL Drywall</b>							\$ 200,000.00	
09300	Ceramic Tile								
	ADA restroom upgrades 123, 125	1	ls	\$ 30,000.00	\$ 30,000.00				
	ADA restroom upgrades 198, 110C	1	ls	\$ 20,000.00	\$ 20,000.00				
	<b>TOTAL Ceramic Tile</b>							\$ 50,000.00	
09500	Acoustical Ceilings								
1	Ceiling tiles	12222	sqft	\$ 7.00	\$ 85,554.00				
2	Ceiling tiles	4056	sqft	\$ 7.00	\$ 28,392.00				
3	Ceiling tiles	11977	sqft	\$ 7.00	\$ 83,839.00				
4	Ceiling tiles	5724	sqft	\$ 7.00	\$ 40,068.00				
	<b>TOTAL Acoustical Ceilings</b>							\$ 237,853.00	
09900	Painting Coatings and wall coverings								
1	Paint touchup	12222	sqft	\$ 2.75	\$ 33,610.50				
2	Paint touchup	4056	sqft	\$ 2.75	\$ 11,154.00				

3	Paint touchup		11977	sqft	\$ 2.75	\$ 32,936.75	
4	Paint touchup		5724	sqft	\$ 2.75	\$ 15,741.00	
							\$ 93,442.25
09400	<b>Flooring (Carpet &amp; Resilient)</b>						
1	Flooring		12222	sqft	\$ 18.00	\$ 219,996.00	
2	Flooring		4056	sqft	\$ 18.00	\$ 73,008.00	
3	Flooring		11977	sqft	\$ 18.00	\$ 215,586.00	
4	Flooring		5724	sqft	\$ 18.00	\$ 103,032.00	
	<b>TOTAL Flooring and Carpet</b>						\$ 611,622.00
10200	Signage						
	New ADA Signage		1	ls	\$ 20,000.00	\$ 20,000.00	
	<b>TOTAL Signage</b>						\$ 20,000.00
10150	Toilet Partitions & Accessories						
	ADA restroom upgrades 107, 109		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 165, 163		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 193, 195		1	ls	\$ 25,000.00	\$ 25,000.00	
	<b>TOTAL Toilet Partitions &amp; Accessories</b>						\$ 75,000.00
	Food Service Equipment						
						\$ -	
						\$ -	
						\$ -	
	<b>TOTAL Food Service Equipment</b>						\$ -
12490	Window Coverings						
						\$ -	
						\$ -	
						\$ -	
	<b>TOTAL Window Coverings</b>						\$ -
15300	Fire Sprinkler						
1	Fire Sprinkler		12222	sqft	\$ 2.00	\$ 24,444.00	
2	Fire Sprinkler		4056	sqft	\$ 2.00	\$ 8,112.00	
3	Fire Sprinkler		11977	sqft	\$ 2.00	\$ 23,954.00	
4	Fire Sprinkler		5724	sqft	\$ 2.00	\$ 11,448.00	
	<b>TOTAL Fire Sprinkler System</b>						\$ 56,510.00
15400	Plumbing						
1	Plumbing		12222	sqft	\$ 20.00	\$ 244,440.00	
2	Plumbing		4056	sqft	\$ 20.00	\$ 81,120.00	
3	Plumbing		11977	sqft	\$ 20.00	\$ 239,540.00	
4	Plumbing		5724	sqft	\$ 20.00	\$ 114,480.00	
	<b>TOTAL Plumbing</b>						\$ 679,580.00
15500	HVAC						
1	HVAC work		12222	sqft	\$ 30.00	\$ 366,660.00	
2	HVAC work		4056	sqft	\$ 30.00	\$ 121,680.00	
3	HVAC work		11977	sqft	\$ 30.00	\$ 359,310.00	
4	HVAC work		5724	sqft	\$ 30.00	\$ 171,720.00	
	<b>TOTAL HVAC</b>						\$ 1,019,370.00
16000	Electrical						
1	Electrical		12222	sqft	\$ 19.00	\$ 232,218.00	
2	Electrical		4056	sqft	\$ 19.00	\$ 77,064.00	
3	Electrical		11977	sqft	\$ 19.00	\$ 227,563.00	
4	Electrical		5724	sqft	\$ 19.00	\$ 108,756.00	
	<b>TOTAL Electrical</b>						\$ 645,601.00
16400	Comm & Low Voltage						
1	Communications low voltage		12222	sqft	\$ 15.00	\$ 183,330.00	
2	Communications low voltage		4056	sqft	\$ 15.00	\$ 60,840.00	
3	Communications low voltage		11977	sqft	\$ 15.00	\$ 179,655.00	
4	Communications low voltage		5724	sqft	\$ 15.00	\$ 85,860.00	
	<b>TOTAL Fire Alarm</b>						\$ 509,685.00
	<b>Total Building Construction Costs</b>						\$ 5,811,890.25



## McAuliffe Elementary School Preconstruction Budget

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	
<b>Design Review</b>				
Existing Site Conditions Review	0	\$ 160.00	\$ -	
	8	\$ 150.00	\$ 1,200.00	
	16	\$ 75.00	\$ 1,200.00	\$ 2,400.00
Schematic Estimate	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Design Development Estimate	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Construction Document Estimate	10	\$ 160.00	\$ 1,600.00	
	10	\$ 150.00	\$ 1,500.00	
	0	\$ 65.00	\$ -	\$ 3,100.00
Constructibility Review	20	\$ 160.00	\$ 3,200.00	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ 3,200.00
Value Engineering	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	0	\$ 75.00	\$ -	\$ 1,260.00
BIM & Conflict Avoidance	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	
Construction Scheduling	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ -
Development of GMP	24	\$ 160.00	\$ 3,840.00	
	8	\$ 150.00	\$ 1,200.00	
	8	\$ 75.00	\$ 600.00	\$ 5,640.00
Meeting Attendance	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	6	\$ 75.00	\$ 450.00	\$ 1,710.00
<b>Total</b>	<b>126</b>		<b>\$ 17,310.00</b>	



*Travelers Bond  
& Specialty Insurance*  
(909) 612-3270  
*jehlers@travelers.com*

21688 Gateway Center Dr.  
Diamond Bar, CA, 91765

10/02/2023

Re: Viola, Inc. - Bond pre-qualification

To Whom It May Concern:

Travelers Casualty and Surety Company of America (“Travelers”)<sup>1</sup> is privileged to have worked with Viola, Inc. for over 20 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$60,000,000 single / \$100,000,000 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.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

**Jodie L. Doner**  
Attorney in Fact  
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

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<sup>1</sup> Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of: California  
County of Ventura

On 10/2/2023 before me, Jessica Blanchard, Notary Public,  
personally appeared Jodie Doner

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p><b>TITLES(S)</b></p> <p><input type="checkbox"/> PARTNERS    <input type="checkbox"/> LIMITED</p> <p>                  <input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b> NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <hr/> <p><b>TITLE OR TYPE OF DOCUMENT</b></p> <hr/> <p><b>NUMBER OF PAGES</b></p> <hr/> <p><b>DATE OF DOCUMENT</b></p> <hr/> <p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <hr/>
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**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

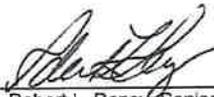
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and 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 **2nd** day of **October**, 2023



  
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.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER AssuredPartners of California Ins Services, LLC 196 S. Fir Street P.O. Box 1388 Ventura CA 93002-1388	CONTACT NAME: Ariana Olvera	PHONE (A/C, No, Ext): (805) 585-6120	FAX (A/C, No): (805) 585-6120
	E-MAIL ADDRESS: ariana.olvera@assuredpartners.com		
INSURED  Viola, Inc. P. O. Box 5624 Oxnard CA 93031-5624	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westchester Fire Ins Co		21121
	INSURER B : Vantapro Specialty Insurance Company		44768
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**      **CERTIFICATE NUMBER:** 24/25 GL/AU/XS/SAM/      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> OWNERS & CONTRACTORS						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> PROTECTIVE						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY	Y	Y	5087-1353-00	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			G74268390 002	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL MOLESTATION & ABUSE/ PROFESSIONAL LIABILITY			G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE 1,000,000
							AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Preconstruction and Construction Services for McAuliffe Elementary School Modernization Project. GL/AU: Certificate Holders, its Officers, Agents, Directors, Employees, and/or Volunteers are Additional Insured as respects to referenced project per forms (GL) CG20101185 and (AU) SA00039000118. This Insurance is Primary & Non-Contributory to any other Insurance per forms (GL) GLE00070196 and (AU) SA00039000118. A Waiver of Subrogation is added in favor of the Additional Insured per forms (GL) CG24040509 and (AU) CA04441013. Endorsements apply only as required by current written contract on file. \*\*GL: EXCLUDES ALL WRAP/OCIP PROJECTS

<b>CERTIFICATE HOLDER</b>  Oxnard School District Attn: Purchasing District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Viola Inc
<b>Endorsement Effective Date:</b> 4/1/2024

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
<p>Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description and Location of Operation(s):**

Any prior or ongoing operation(s) where you participated in a consolidated (wrap-up) insurance program.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1)** Provides coverage identical to that provided by this Coverage Part;
- (2)** Has limits adequate to cover all claims; or
- (3)** Remains in effect.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured <b>Viola, Inc.; M &amp; T Concrete, Inc.</b>			Endorsement Number
Policy Symbol <b>GLW</b>	Policy Number <b>G22012782 019</b>	Policy Period <b>04/01/2024 TO 04/01/2025</b>	Effective Date of Endorsement <b>04/01/2024</b>
Insured By (Name of Insurance Company) <b>Westchester Fire Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY**

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **1. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

##### **A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph A. Coverage, paragraph 1. Who Is An Insured, is amended by adding the following:**

- (1) Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an "insured".

However, such person or organization is and "insured":

- a. Only with respect to the operation, maintenance or use of a covered "auto" covered under this policy;
- b. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and
- c. Only for the duration of the contract or agreement.

- (2) How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as an additional insured; or
- b. The Limits of Insurance shown in the Declarations.

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

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

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

- (4) Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. Loss Conditions, paragraph 2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

#### **2. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

##### **A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 4. Coverage Extensions, is amended by adding the following:**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto"

you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit, deductible and conditions:

- (1) The most we will pay for "loss" to any hired "auto" is:
  - a. \$50,000; or
  - b. The actual cash value of the damaged or stolen property at the time of the "loss"; or
  - c. The cost of repairing or replacing the damaged or stolen property with other property of like kind,whichever is smallest, minus a deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for Physical Damage Coverage.
- (3) Hired Auto Physical Damage coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions, we will provide that Physical Damage Coverage applicable to any covered "auto" you own.
- (5) Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs and actual financial loss.
- (6) This coverage extension does not apply to:
  - a. Any "auto" that is hired, rented or borrowed with a driver;
  - b. Any "auto" you hire or borrow from any of your "employees" or members of their household;
  - c. Any "auto" you hire or borrow from any of your partners or members of their household (if you are a partnership); or
  - d. Any "auto" you hire or borrow from any of your members or members of their household (if you are a limited liability company).

### 3. TOWING AND LABOR

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 2. Towing,** is deleted in its entirety and replaced with the following:

We will pay towing and labor costs you have incurred, up to the limits shown below, for each classification of covered "auto" shown below, each time a covered "auto" classified below is disabled:

- (1) For private passenger type vehicles, we will pay up to \$50.00 per disablement.
- (2) For "light trucks", we will pay up to \$75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

### 4. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, paragraph 3** is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.

Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

## 5. LOAN/LEASE GAP COVERAGE

### A. SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

In the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

As used in this provision "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

- a. Overdue payments and financial penalties associated with those payments at the time of "loss";
- b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
- c. Security deposits not refunded by the lessor;
- d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;
- e. Carryover, transfer or rollover balances from previous loans or leases;
- f. Any amount representing taxes;
- g. Loan or lease termination fees;
- h. The dollar amount of any unrepaired damage that that occurred prior to the "total loss" of a covered "auto";
- i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and
- j. Final payment under a "balloon loan".

As used in this provision a "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final *payment*.

### B. For the purposes of this Loan/Lease Gap Coverage provision, SECTION V – DEFINITIONS is amended by adding the following Definitions:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

## 6. EXTENDED CANCELLATION CONDITION

### A. COMMON POLICY CONDITIONS, paragraph A. – Cancellation condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days' prior notice of cancellation.

## 7. VEHICLE WRAP COVERAGE

### A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, 4. Coverage Extensions, is amended by adding the following:

In the event of a "total loss" to a covered "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to \$1,000.00 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of "total loss". Regardless of the number of autos deemed a "total loss", the most we will pay under this coverage extension for any one "loss" is \$5,000.00. For the purposes of this coverage extension, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- B. For the purposes of this Vehicle Wrap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of “loss”.

**8. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

- A. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, subparagraphs **5.a.** and **5.b.** are deleted and replaced with the following:

Exclusions **4.c** and **4.d** do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by the use of power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”; or

- B. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, Paragraph **5** is amended by adding the following:

If the “loss” occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100.00 deductible.

All other terms and conditions of the policy remain unchanged.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Resolution No. 25-07 Adoption of Appropriations Limit Calculation (GANN) for 2024-25 (Pifko/Núñez)**

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Proposition 4, also known as the Gann Amendment, was approved by voters in 1979 and implemented in 1980. It requires California state and local governments, including school districts, to establish annual appropriation limits through specific calculations. Over time, legislative changes have rendered this process largely a procedural requirement without fiscal impact on school district budgets.

In accordance with Government Code Section 7906(f) and Article XIII-B of the California Constitution, the District must adopt the appropriations limit for the 2024-25 actuals and the 2025-26 budget year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services that the Board of Trustees adopt Resolution No. 25-07, establishing the District's Appropriations Limit for the 2024-25 and 2025-26 fiscal years as required by law.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution No. 25-07 \(2 pages\)](#)

[SACS Form GANN \(4 pages\)](#)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION FOR ADOPTION OF APPROPRIATIONS LIMIT (GANN)  
AND  
APPROPRIATIONS SUBJECT TO THE LIMIT FOR 2024-2025 AND 2025-2026**

**RESOLUTION NO. 25-07**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2024-25 fiscal year and a projected Gann Limit for the 2025-26 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2024-25 and 2025-26 fiscal years are made in accord with applicable constitutional and statutory law;

AND, BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2024-25 and 2025-26 fiscal years do not exceed the limitations imposed by Proposition 4;

AND, BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with the appropriate attachments, to interested citizens of this district.

ADOPTED this 17th day of September, 2025.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

STATE OF CALIFORNIA)

)ss

COUNTY OF VENTURA)

I, Brian Melanephy, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution No. 25-07 was adopted by the Board of Trustees of said district at a meeting of said Board held on the 17<sup>th</sup> day of September, 2025, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Clerk of the Board of Trustees

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b>	<b>2023-24 Actual</b>			<b>2024-25 Actual</b>		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	98,326,074.99		98,326,074.99			98,146,281.83
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	12,605.87		12,605.87			12,142.72
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2023-24</b>			<b>Adjustments to 2024-25</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b>	<b>2024-25 P2 Report</b>			<b>2025-26 P2 Estimate</b>		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	12,142.72		12,142.72	11,862.34		11,862.34
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			12,142.72			11,862.34
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2024-25 Actual</b>			<b>2025-26 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	161,082.58		161,082.58	153,705.00		153,705.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	28,825,921.59		28,825,921.59	30,258,039.00		30,258,039.00
5. Unsecured Roll Taxes (Object 8042)	505,778.01		505,778.01	505,778.00		505,778.00
6. Prior Years' Taxes (Object 8043)	106,227.39		106,227.39	106,227.00		106,227.00
7. Supplemental Taxes (Object 8044)	1,618,138.35		1,618,138.35	863,321.00		863,321.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(164,717.36)		(164,717.36)	1,306,562.00		1,306,562.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,842,785.79		2,842,785.79	1,487,665.00		1,487,665.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	33,895,216.35	0.00	33,895,216.35	34,681,297.00	0.00	34,681,297.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	33,895,216.35	0.00	33,895,216.35	34,681,297.00	0.00	34,681,297.00
<b>EXCLUDED APPROPRIATIONS</b>						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			5,614,856.39			5,711,368.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	9,256,964.00		9,256,964.00	9,212,000.00		9,212,000.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	9,256,964.00	0.00	14,871,820.39	9,212,000.00	0.00	14,923,368.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	167,870,045.00		167,870,045.00	162,800,291.00		162,800,291.00
25. LCFF State Aid - Prior Years (Object 8019)	45,880.00		45,880.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	167,915,925.00	0.00	167,915,925.00	162,800,291.00	0.00	162,800,291.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	286,210,554.77		286,210,554.77	268,369,204.00		268,369,204.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	6,965,185.98		6,965,185.98	4,000,000.00		4,000,000.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2024-25 Actual</b>			<b>2025-26 Budget</b>		
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			98,326,074.99			98,146,281.83
2. Inflation Adjustment			1.0362			1.0644
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9633			0.9769
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			98,146,281.83			102,053,716.93
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			33,895,216.35			34,681,297.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,457,126.40			1,423,480.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			79,122,885.87			82,295,787.93
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			79,122,885.87			82,295,787.93
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			2,818,997.87			1,769,904.86
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			36,714,214.22			36,451,201.86
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			76,303,888.00			80,525,883.07
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			36,714,214.22			
b. State Subventions (Line D8)			76,303,888.00			
c. Less: Excluded Appropriations (Line C23)			14,871,820.39			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			98,146,281.83			
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4)			0.00			
<b>SUMMARY</b>						
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			98,146,281.83			102,053,716.93
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			98,146,281.83			



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Approval of Proposition 28: Arts and Music in Schools Funding Annual Report, Fiscal Year 2024-25 (Pifko/Núñez)**

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Proposition 28 was approved by the voters on November 8, 2022. Proposition 28 mandates annual, ongoing funding to supplement existing arts programming.

The district is required, annually, to submit board-approved reports showing:

- Types of programs funded
- Number of full-time equivalent arts teachers, aides, and classified staff
- Students served
- School sites providing arts programs

#### **FISCAL IMPACT:**

\$2,462,103.21 – Proposition 28 Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Fiscal Services that the Board of Trustees approve Proposition 28: Arts and Music in Schools Funding Annual Report, Fiscal Year 2024-25.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2024-25 \(1 page\)](#)

# Proposition 28: Arts and Music in Schools Funding

## Annual Report

### Fiscal Year 2024-25

Name: Oxnard

CDS Code: 5672538-0000000

Allocation Year: 2024-25, 2023-24

**1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).**

For the 24-25 school year, each school in the Oxnard School district hired either a dedicated full-time or shared music or art teacher to rotate across K-5 classes. For middle schools, elective courses were offered, including options such as music performance ensembles, mariachi, marching band, and music production. The district prioritized teachers with experience in culturally relevant music to reflect the community's diverse cultural heritage. Art lessons were integrated with other subjects, especially for schools with Dual Language programs. Arts programs were integrated with core subjects to reinforce academic standards in reading, math, and science. For example, rhythm and notation in music supported literacy and mathematical concepts, while visual arts included interdisciplinary projects linked to history, language arts, and science. Music and art supported social emotional development by providing creative outlets, fostering self-expression, confidence, and inclusivity. This aligns with LCAP Goal 2 and Strategic Plan Goals 1.2 (Academic Engagement) and 2.2 (Access, Equity, and Inclusion). Programs promoted critical thinking, creativity, and digital literacy, preparing students for future academic and career success. STEAM integration, as implemented at RJ Frank, fostered skills necessary for STEM fields, including problem-solving and interdisciplinary learning. The district incorporated culturally relevant curricula, exposing students to diverse art forms like mariachi, multicultural art history, and genres that resonate with the community's heritage. For example, Lemonwood School's mariachi program provides continuity with high school offerings, fostering a deeper connection to cultural traditions. Arts programs are regularly assessed through student feedback, teacher observations, and student artwork evaluations. This data guides improvements and ensures alignment with the goals of the OSD Empower Strategic Plan and individual School Plans for Student Achievement. Prop 28 funds primarily cover teacher salaries, with additional funds allocated for instruments, art supplies, and technology. The implementation of the plan provided a comprehensive, inclusive approach to arts education, enhancing both academic and personal development for all students while fostering a supportive learning environment.

<b>2. Number of full-time equivalent teachers (certificated).</b>	17.1
<b>3. Number of full-time equivalent personnel (classified).</b>	3.7
<b>4. Number of full-time equivalent teaching aides.</b>	0.0
<b>5. Number of students served.</b>	13,003
<b>6. Number of school sites providing arts education.</b>	21

**Date of Approval by Governing Board/Body** 9/17/2025 12:00:00 AM

**Annual Report Data URL**

<https://www.oxnardsd.org/departments/educational-services/prop-28-annual-report>

**Submission Date** 9/8/2025 1:29:09 PM

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Consent Agenda

### **Purchase Order/Draft Payment Report #25-02 (Pifko/Reyes)**

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

- A listing of Purchase orders issued 8/05/2025 through 8/28/2025 for the 2025-2026 school year, for \$11,328,941.27.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #25-02, as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #25-02 \(30 Pages\)](#)

**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
<b>010-4100 TEXTBOOKS</b>				
P26-01184	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	3,887.62
P26-01695	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,276.04
P26-01726	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,392.18
P26-01727	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,269.66
P26-01728	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,269.66
P26-01729	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	10,189.44
P26-01733	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,492.81
P26-01772	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,919.27
<b>Total:010-4100 TEXTBOOKS</b>				<b>25,696.68</b>
<b>010-4200 BOOKS OTHER THAN TEXTBOOKS</b>				
P26-01170	Amazon Com	Elm School	LCAP_3.38 BOOKS OTHER THAN TEXTBOOKS	83.46
P26-01512	SCHOLASTIC INC	San Miguel School	LCAP_3.38 Books Other Than Textbooks	2,417.91
P26-01694	LA LIBRERIA INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,025.94
P26-01740	MCGRAW HILL EDUCATION, INC	Marina West School	LCAP_3.38 MATL-SUPL/INST	35.09
P26-01744	HEINEMANN	Ramona School	LCAP_3.38 BOOKS	98.30
<b>Total:010-4200 BOOKS OTHER THAN TEXTBOOKS</b>				<b>3,660.70</b>
<b>010-4300 MATERIALS AND SUPPLIES</b>				
P26-00574	JL DOWNTOWN CAFE	Lopez Academy	LCAP_5.04 MATL/SUPP (INST) SIP Days	830.00
P26-01097	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	3,734.76
P26-01098	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	2,754.60
P26-01099	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	5,284.69
P26-01100	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	896.56
P26-01101	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	1,050.45
P26-01104	Lakeshore Learning Materials	Special Education	LCAP_2.05 Materials/Supplies	7,100.55
P26-01106	4imprint	Special Education	LCAP_2.05 Material & Supplies for SpEd	589.95
P26-01109	Thinking Collaborative, LLC	Special Education	LCAP_2.05 Mat/Supp-Books for PD	2,904.00
P26-01111	Lakeshore Learning Materials	McKinna School	LCAP_3.38 Mat/Sup-instructional	500.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01119	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials Autism	3,073.73
P26-01120	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials Autism	4,724.65
P26-01121	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTRL/SUPL	627.49
P26-01122	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	109.24
P26-01123	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	612.69
P26-01125	Walmart	McKinna School	LCAP_3.38 Mat/Sup-instructional	850.00
P26-01126	SMART AND FINAL-C.I. BLVD	Personnel Commission	mat/sup - Personnel Commission	1,300.00
P26-01127	Walmart	Harrington School	LCAP_3.38 MATL-SUPL	1,500.00
P26-01128	COSTCO WHOLESALE CORPORATION	Harrington School	LCAP_3.38 MATL-SUPL	1,500.00
P26-01133	Smart And Final Iris Co-N. Ox. Blvd	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	1,000.00
P26-01134	ODP BUSINESS SOLUTIONS, LLC	Harrington School	LCAP_3.38 MATL-SUPL	2,000.00
P26-01135	ODP BUSINESS SOLUTIONS, LLC	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	2,000.00
P26-01138	PANERA BREAD COMPANY PANERA LL C	Sierra Linda School	LCAP_5.04 Mat/Sup PD DAY 8/13 Order# 459781	593.59
P26-01139	PANERA BREAD COMPANY PANERA LL C	Sierra Linda School	LCAP_5.04 Mat/SUP PD day 8-14 Order#459782	593.59
P26-01141	Best Buy	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	808.42
P26-01142	Tom Rey Garcia dba/ Tomas Cafe & Gallery	San Miguel School	LCAP_5.04 Materials & Supplies SIP Day	1,112.26
P26-01143	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Curren School	LCAP_5.04 MATL-SUP SIP Day	1,859.33
P26-01144	Tradewinds Cafe & Bar, Inc.	Fremont School	LCAP_3.38 MATL/SUPP (SIP Days)	983.25
P26-01145	JL DOWNTOWN CAFE	Brekke School	LCAP_5.04 MATL/SUPP (INST) SIP Day	1,430.00
P26-01146	ODP BUSINESS SOLUTIONS, LLC	Brekke School	LCAP_5.04 SIP DAY (INST) Mat/Supp	28.19
P26-01147	Urbane Cafe Alex Bello-Mgr	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	1,138.89
P26-01148	COSTCO WHOLESALE CORPORATION	McKinna School	LCAP_3.38 Mat/Sup-instructional	2,000.00
P26-01149	COSTCO WHOLESALE CORPORATION	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	1,000.00
P26-01150	Walmart	Elm School	LCAP_3.38 MATL/SUPP	1,000.00
P26-01151	Walmart	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	2,500.00
P26-01152	Certified Education Consultant s Inc. DBA: Writing by Desi	Kamala School	LCAP_3.38 Mat/Supp	9,322.47
P26-01154	CANON U.S.A., INC.	Graphics	Materials and Supplies	975.60
P26-01155	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Brekke School	LCAP_3.38 MATL/SUPP (INST) SIP Day	691.52
P26-01156	CDW G	Superintendent	LCAP_5.03 MATL/SUPPL	27.44
P26-01159	CDW G	Information Technology	LCAP_5.39 ITS MAT/SUP	428.56
P26-01162	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	93.68

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PO Number	Vendor Name	Location	Description	
P26-01163	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	159.11
P26-01164	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	591.34
P26-01165	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	525.86
P26-01166	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	332.06
P26-01167	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	179.75
P26-01168	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	314.80
P26-01169	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	462.23
P26-01171	Amazon Com	McKinna School	LCAP_3.38 mat/sup-instructional	2,649.03
P26-01172	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials Autism	1,735.53
P26-01173	Amazon Com	Curren School	LCAP_5.04 MATLS & SUPL SIP Day	257.99
P26-01174	Amazon Com	Educational Services	LCAP_5.04 MTL/SUP (SIP Days)	158.70
P26-01175	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	430.48
P26-01176	ODP BUSINESS SOLUTIONS, LLC	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES	6,000.00
P26-01179	Lakeshore Learning Materials	Harrington School	LCAP_3.38 MATERIALS & SUPPLIES	288.30
P26-01180	Walmart	Brekke School	LCAP_3.38 MATL/SUPP	500.00
P26-01181	Ashton Awards Inc Aswell Troph y	Frank School	LCAP_3.38 (Mat-Sup) Aswell Trophy	19.67
P26-01185	G&T UNIFORMS AND APPAREL	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES PE CLOTHING	5,448.30
P26-01186	Superior Sanitary Supplies	Enrichment & Special Programs	LCAP_2.19 Mtl/Sup	13,623.56
P26-01187	Maad Graphics	Chavez School	LCAP_3.38 MTL/SUPL-INSTR	3,012.02
P26-01188	Maad Graphics	Chavez School	LCAP_3.38 MTL/SUPL-INSTR	196.65
P26-01192	ODP BUSINESS SOLUTIONS, LLC	Brekke School	LCAP_3.38 MATERIALS AND SUPPLIES	4,000.00
P26-01193	ODP BUSINESS SOLUTIONS, LLC	Elm School	LCAP_3.38 MATL/SUPP	4,000.00
P26-01194	ODP BUSINESS SOLUTIONS, LLC	Ramona School	LCAP_3.38 MATL/SUPP	2,000.00
P26-01195	ODP BUSINESS SOLUTIONS, LLC	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Open P.O. Office Depot	3,000.00
P26-01196	ODP BUSINESS SOLUTIONS, LLC	Ritchen School	LCAP_3.38 MATL-SUPL -Instructional	1,500.00
P26-01202	Urbane Cafe Alex Bello-Mgr	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins. PD day 8/15th	663.65
P26-01203	SMART AND FINAL-C.I. BLVD	Soria School	LCAP_3.38 MATL / SUPL	2,500.00
P26-01204	Laser Toner & Computer Supply	Brekke School	LCAP_3.38 MATL/SUPPL	1,000.00
P26-01205	CARNITAS EL BROTHER INC	McKinna School	LCAP_5.04 Mat/sup SIP Day	2,059.21
P26-01207	Lakeshore Learning Materials-V	McKinna School	LCAP_3.38 Mat/Sup-instructional	500.00
P26-01209	COSTCO WHOLESALE CORPORATION	McAuliffe School	LCAP_3.38 MATL/SUPPL (INST)	2,500.00
P26-01210	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Curren School	LCAP_3.38 Matls & Supplies (Instructional)	2,123.27
P26-01211	ALEJANDRA RAMIREZ	Soria School	LCAP_3.38 MATL / SUPL	400.00
P26-01213	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Marshall School	LCAP_5.04 MATL/SUPPL SIP Day	1,596.52
P26-01214	SMART AND FINAL-C.I. BLVD	Kamala School	LCAP_3.38 MATL/SUP	2,500.00

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## Includes Purchase Orders dated 08/05/2025 - 08/28/2025

PO Number	Vendor Name	Location	Description	
P26-01215	Walmart	Kamala School	LCAP_5.04 MATL-SUPL	250.00
P26-01216	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	1,390.35
P26-01217	ODP BUSINESS SOLUTIONS, LLC	Lopez Academy	LCAP_5.04 MATL/Ins- Supplies for Lopez School	196.75
P26-01223	ODP BUSINESS SOLUTIONS, LLC	Sierra Linda School	LCAP_5.04 MATL/SUP - PD day supplies 8/13&8/14	248.40
P26-01227	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	McKinna School	LCAP_3.38 Mat/sup-instrucional	1,200.00
P26-01228	ODP BUSINESS SOLUTIONS, LLC	McKinna School	LCAP_5.04 Mat/sup SIP Day	245.78
P26-01229	Urbane Cafe Alex Bello-Mgr	Marina West School	LCAP_3.38 MATL-SUPL/INST	478.80
P26-01230	Xielo Artisan Desserts	McKinna School	LCAP_3.38 Mat/sup-instructional	546.25
P26-01231	IMAGINE LEARNING LLC	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,902.04
P26-01233	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	Kamala School	LCAP_3.38 MATL/SUPP	10,658.98
P26-01234	EKC ENTERPRISES, INC.	Kamala School	LCAP_3.38 Mat/Supp (Admin)	5,575.80
P26-01239	Amazon Com	Brekke School	LCAP_3.41 MATERIALS & SUPPLIES/A. FRANCO	316.50
P26-01240	Amazon Com	McKinna School	LCAP_3.38 Mat/sup-instructional	578.72
P26-01241	Amazon Com	Brekke School	LCAP_3.41 MATERIALS & SUPPLIES/ M. MAGANA	316.50
P26-01242	Amazon Com	Chavez School	LCAP_3.41 MATERIALS & SUPPLIES/ E. RODRIGUEZ	316.50
P26-01243	Amazon Com	Driffill School	LCAP_3.41 MATERIALS & SUPPLIES/ A. GIL	316.50
P26-01244	Amazon Com	Driffill School	LCAP_3.41 MATERIALS & SUPPLIES/ Y VALENCIA	316.50
P26-01245	Amazon Com	Elm School	LCAP_3.41 MATERIALS & SUPPLIES/ M. ROMERO	316.50
P26-01246	Amazon Com	Harrington School	LCAP_3.41 MATERIALS & SUPPLIES/ C. TORRES	316.50
P26-01247	Amazon Com	Lemonwood School	LCAP_3.41 MATERIALS & SUPPLIES/ GONZALEZ, L.	316.50
P26-01248	Amazon Com	Lemonwood School	LCAP_3.41 MATERIALS & SUPPLIES/ GONZALEZ, L.	316.50
P26-01249	Amazon Com	Lemonwood School	LCAP_3.41 MATERIALS & SUPPLIES/ M. ALVARADO	316.50
P26-01250	Amazon Com	Marina West School	LCAP_3.41 MATERIALS & SUPPLIES/ J. HAMMEL	316.50
P26-01251	Amazon Com	Marina West School	LCAP_3.41 MATERIALS & SUPPLIES/ N. FLORES	316.50
P26-01252	Amazon Com	McKinna School	LCAP_3.41 MATERIALS & SUPPLIES/ E. XAHUENTITLA	316.50
P26-01253	Amazon Com	McKinna School	LCAP_3.41 MATERIALS & SUPPLIES/ M. MELGOZA	316.50
P26-01254	Amazon Com	Ramona School	LCAP_3.41 MATERIALS & SUPPLIES/ MAGDALENOGARCIA	316.50

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PO Number	Vendor Name	Location	Description	
P26-01255	Amazon Com	Ramona School	LCAP_3.41 MATERIALS & SUPPLIES/ M. REYES	316.50
P26-01256	Amazon Com	Marshall School	LCAP_3.41 MATERIALS & SUPPLIES/ KLEINHEKSEL	316.50
P26-01257	Amazon Com	Rose Avenue School	LCAP_3.41 MATERIALS & SUPPLIES/ K TURNER	316.50
P26-01258	Amazon Com	Sierra Linda School	LCAP_3.41 MATERIALS & SUPPLIES/ HICKMAN	316.50
P26-01259	Amazon Com	Sierra Linda School	LCAP_3.41 MATERIALS & SUPPLIES/ D. ORNELAS	316.50
P26-01260	Amazon Com	Sierra Linda School	LCAP_3.41 MATERIALS & SUPPLIES/ M. PEREZ	316.50
P26-01261	Amazon Com	Rose Avenue School	LCAP_3.41 MATERIALS & SUPPLIES/ L MURANO	316.50
P26-01262	Amazon Com	Harrington School	LCAP_3.41 MATERIALS & SUPPLIES/ BERENGUER	316.50
P26-01263	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP- INSTRUC	2,343.12
P26-01264	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	147.67
P26-01265	Amazon Com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	131.08
P26-01266	COSTCO WHOLESALE CORPORATION	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES FOR MEETINGS	999.00
P26-01267	Walmart	San Miguel School	LCAP_3.38 MATL/SUPP	500.00
P26-01269	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	449.10
P26-01270	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	965.34
P26-01279	JL DOWNTOWN CAFE	Harrington School	LCAP_5.04 Materials & Supplies (Sip Day)	1,950.00
P26-01280	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	2,140.58
P26-01281	CDW G	Information Technology	LCAP_5.39 ITS MAT/SUP	1,719.32
P26-01282	ROMU FOODS, INC. DBA. BG'S CAF E	Chavez School	LCAP_5.04 MTL/SUPL-INSTR	1,573.20
P26-01283	ODP BUSINESS SOLUTIONS, LLC	San Miguel School	LCAP_3.38 MATL/SUPP	4,000.00
P26-01285	SMART AND FINAL-C.I. BLVD	San Miguel School	LCAP_3.38 MATL/SUPP	1,000.00
P26-01286	SMART AND FINAL-C.I. BLVD	Marshall School	LCAP_3.38 MATL/SUPPL	1,000.00
P26-01298	Jostens, Inc	Marshall School	LCAP_3.38 MATL/SUPPL	4,824.63
P26-01299	Rochester 100, Inc	Elm School	LCAP_3.38 MATL/SUPP	1,118.34
P26-01300	Rochester 100, Inc	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES HW FOLDERS	1,306.63
P26-01301	JL DOWNTOWN CAFE	Lemonwood School	LCAP_5.04 MATL/SUP Inst - SIP Day BF	1,200.00
P26-01302	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon	330.95
P26-01303	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	132.10
P26-01304	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	328.79
P26-01305	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPLS	341.06
P26-01306	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	46.03

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PO Number	Vendor Name	Location	Description	
P26-01307	EL POLLO NORTENO INC	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (SIP DAY LUNCH)	632.50
P26-01308	WIDMORE MANAGEMENT LLC EL POLL O LOCO	Harrington School	LCAP_3.38 MATL-SUPL	850.45
P26-01309	Tradewinds Cafe & Bar, Inc.	Teaching & Learning	LCAP_3.41 MATL/SUPPL	1,000.00
P26-01312	Walmart	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,000.00
P26-01314	COSTCO WHOLESALE CORPORATION	Marshall School	LCAP_3.38 MATL/SUPPL	1,500.00
P26-01320	SMART AND FINAL-C.I. BLVD	Elm School	LCAP_3.38 MATL/SUPP	750.00
P26-01321	SMART AND FINAL-C.I. BLVD	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,000.00
P26-01324	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Marshall School	LCAP_3.38 MATT/SUPPL	800.00
P26-01325	Urbane Cafe Alex Bello-Mgr	Kamala School	LCAP_3.38 Mat/Sup (SIP Day Lunch)	1,162.10
P26-01326	COSTCO WHOLESALE CORPORATION	Kamala School	LCAP_3.38 MATL/SUP	3,500.00
P26-01327	COSTCO WHOLESALE CORPORATION	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,000.00
P26-01328	Lakeshore Learning Materials	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	5,124.83
P26-01329	Lakeshore Learning Materials	Harrington School	LCAP_3.38 MATERIALS & SUPPLIES	599.78
P26-01330	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	498.40
P26-01331	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	765.18
P26-01332	Amazon Com	Transportation	LCAP_2.30 MATL/SUPL	329.48
P26-01333	Amazon Com	Soria School	LCAP_3.38 MATL / SUP	1,413.93
P26-01335	Olive Garden Restaurants	Driffill School	LCAP_3.38 SIP DAY 8/15/25	1,667.13
P26-01341	Bagsinbulk.com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	51.70
P26-01342	Demco Inc	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	415.82
P26-01348	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	3,119.81
P26-01350	Lowe's	Warehouse	Supplies	1,000.00
P26-01353	Apple Computer Inc	Information Technology	LCAP_5.39 ITS MAT/SUP	108.16
P26-01357	Smart And Final Iris Co	Ritchen School	LCAP_3.38 MATL-SUPL-Instructional	800.00
P26-01359	Lakeshore Learning Materials-V	Ritchen School	LCAP_3.38 MATL/SUP-Instructional (C. Strasswyk)	250.00
P26-01361	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	489.27
P26-01362	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	98.37
P26-01363	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst- Teachers	811.97
P26-01364	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Rivera	329.80
P26-01365	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	676.74
P26-01366	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Tapia	198.14
P26-01367	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Chua & Office	369.33
P26-01368	Amazon Com	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	359.28

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PO Number	Vendor Name	Location	Description	
P26-01369	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Kinder	449.81
P26-01370	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Medrano & Schultz	261.85
P26-01371	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Kinder 2	292.24
P26-01388	Printech	Soria School	LCAP_3.38 MATL / SUP	995.40
P26-01389	CARNITAS EL BROTHER INC	McKinna School	LCAP_3.38 Matl/Supp-Instructional	1,200.00
P26-01390	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Matrl/Supl	17,721.80
P26-01391	RUBBER NECK SIGNS	Kamala School	LCAP_3.38 MATL-SUPL	983.25
P26-01392	Lakeshore Learning Materials	Elm School	LCAP_3.38 MATL/SUPP	118.46
P26-01393	Lakeshore Learning Materials	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Kinder	42.57
P26-01394	School Life, div of ImageStuff	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - ORC	1,058.59
P26-01395	School Life, div of ImageStuff	Soria School	LCAP_3.38 MATL / SUPL	1,115.77
P26-01396	School Life, div of ImageStuff	Soria School	LCAP_3.38 MATL / SUP	144.13
P26-01397	Amazon Com	Soria School	LCAP_3.38 MATL / SUP	1,731.41
P26-01398	Sweetwater Sound Inc Sweetwater r Music Ed Tech	Soria School	LCAP_3.38 MATL / SUPL	4,654.05
P26-01399	Rochester 100, Inc	Soria School	LCAP_3.38 MATL / SUPL	349.60
P26-01400	ODP BUSINESS SOLUTIONS, LLC	Soria School	LCAP_3.38 MATL / SUPL	2,488.98
P26-01402	Amazon Com	McKinna School	LCAP_3.38 Matl/sup-instructional	149.50
P26-01403	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	338.52
P26-01406	Lakeshore Learning Materials	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Delgado	599.78
P26-01407	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	217.67
P26-01408	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	200.89
P26-01409	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Schultz	149.97
P26-01418	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Subscription & Matrl	20,959.18
P26-01419	Lakeshore Learning Materials-V	Ritchen School	LCAP_3.38 MATL/SUP-Instructional (C. Strasswyk)	250.00
P26-01420	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	788.80
P26-01421	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -SM-Patel	765.26
P26-01422	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -SM-Patel	642.48
P26-01423	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -SM-Patel	255.05
P26-01424	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -Drif	321.98
P26-01425	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	178.82
P26-01426	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	39.46
P26-01427	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	617.06

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01428	Amazon Com	Fremont School	LCAP_2.05 SPED MAT/SUPL	151.02
P26-01429	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd	253.04
P26-01430	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Brianna G.	264.28
P26-01431	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	428.87
P26-01433	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Special Education	LCAP_2.05 Supplies for meetings & trainings	1,000.00
P26-01434	Home Depot Inc	Superintendent	LCAP_5.03 MATL/SUPPL	87.36
P26-01436	Sharkys Woodfired Mex Grill	Special Education	LCAP_2.05 Supplies for meetings & trainings	2,500.00
P26-01437	WIDMORE MANAGEMENT LLC EL POLL O LOCO	Special Education	LCAP_2.05 Supplies for meetings & trainings	5,000.00
P26-01438	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	7,962.55
P26-01439	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	1,644.64
P26-01440	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	1,157.15
P26-01441	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	1,270.24
P26-01442	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	1,020.78
P26-01443	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -SM-Patel	1,094.80
P26-01444	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies -SM-Patel	1,189.75
P26-01445	Amazon Com	Curren School	LCAP_3.38 Matls. & Supplies	227.53
P26-01446	Amazon Com	Curren School	LCAP_3.38 Matls and Supplies Instructional	60.64
P26-01447	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	9,589.21
P26-01448	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	3,548.84
P26-01449	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	7,558.15
P26-01450	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	8,946.33
P26-01451	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	3,548.84
P26-01452	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	7,558.15
P26-01453	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	1,565.89
P26-01454	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	2,556.43
P26-01455	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon - Frank 25/26 supplies	2,470.06
P26-01456	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	551.38
P26-01457	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	168.06
P26-01458	Amazon Com	Soria School	LCAP_3.38 MATL / SUP	2,054.68
P26-01459	Amazon Com	Curren School	LCAP_3.38 Matls & Supplies Instructional Art	3,596.88
P26-01460	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	1,175.35
P26-01488	ODP BUSINESS SOLUTIONS, LLC	McAuliffe School	LCAP_3.38 MATL/SUPPL	4,000.00

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PO Number	Vendor Name	Location	Description	
P26-01489	CARNITAS EL BROTHER INC	Ramona School	LCAP_3.38 MATL-SUP	737.44
P26-01490	PEEBEE & JAY PH	Soria School	LCAP_3.38 MATL/SUP	1,094.25
P26-01494	Amazon Com	Superintendent	LCAP_5.03 MATL/SUP	5,000.00
P26-01495	CANON U.S.A., INC.	Graphics	Materials and Supplies	296.12
P26-01498	Rochester 100, Inc	Ramona School	LCAP_3.38 MATL-SUPL	1,013.84
P26-01501	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	176.14
P26-01505	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	1,365.98
P26-01506	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	282.33
P26-01510	SCHOLASTIC-MAGAZINES	Brekke School	LCAP_3.38 MATL/SUPP	4,194.60
P26-01553	COSTCO WHOLESALE CORPORATION	Driffill School	LCAP_3.38 MAT & SUPPL STUDENT INCENTIVES	500.00
P26-01554	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	88.90
P26-01555	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	234.92
P26-01556	Amazon Com	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	647.92
P26-01557	Amazon Com	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	106.72
P26-01558	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	94.85
P26-01559	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Devon Vail	167.29
P26-01562	OXNARD ADULT SCHOOL	Equity, Family, Cmty Engmt	LCAP_4.01 SERV/TIII FUNDS	10,000.00
P26-01572	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd OAIIS	494.79
P26-01573	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	79.73
P26-01574	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	370.08
P26-01575	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	466.77
P26-01576	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	61.61
P26-01577	Amazon Com	McKinna School	LCAP_3.38 MATL/SUPPL-instrcutional	4,226.95
P26-01578	COSTCO WHOLESALE CORPORATION	Fremont School	LCAP_3.38 MAT/SUPL	1,000.00
P26-01579	Smart And Final Iris Co	Ritchen School	LCAP_3.38 MATL-SUPL (INST)	400.00
P26-01640	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	539.05
P26-01641	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	590.06
P26-01642	Amazon Com	Soria School	LCAP_3.38 MATL/SUPL	225.35
P26-01643	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES	1,511.86
P26-01644	Amazon Com	Soria School	LCAP_3.38 MATL SUPL	1,146.99
P26-01645	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Devon Vail	108.10
P26-01646	Amazon Com	Frank School	LCAP_2.05 (Mat-Sup) Amazon SpEd-Mehele	95.80
P26-01647	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	2,851.03
P26-01648	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	174.02

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01649	Amazon Com	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	1,521.02
P26-01650	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUPPL (INST)	279.88
P26-01675	ODP BUSINESS SOLUTIONS, LLC	Kamala School	LCAP_3.38 MATL-SUPL	2,200.00
P26-01676	ODP BUSINESS SOLUTIONS, LLC	Kamala School	LCAP_3.38 MATL-SUPL	157.87
P26-01679	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	737.08
P26-01688	Lakeshore Learning Materials	Special Education	LCAP_2.05 Supplies/Materials	2,359.01
P26-01689	Petroleum Telcom Inc DBA Telecom	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	177.53
P26-01699	Smart And Final Iris Co-N. Ox. Blvd	Frank School	LCAP_3.38 MATL/SUPP	546.25
P26-01700	COSTCO WHOLESALE CORPORATION	Frank School	LCAP_3.38 MATL/SUPP	546.25
P26-01703	COSTCO WHOLESALE CORPORATION	Harrington School	LCAP_3.38 MATL/SUPP	1,000.00
P26-01704	SMART AND FINAL-C.I. BLVD	Harrington School	LCAP_3.38 MATL-SUPL	2,000.00
P26-01708	Ada Rosalla Funes de Henriquez Urrutia's Taekwondo Academy	Educational Services	LCAP_3.01 MTLs (Leadership Retreat)	390.00
P26-01710	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	632.13
P26-01711	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies	110.89
P26-01712	Amazon Com	Curren School	LCAP_3.38 Matls & Supp Academic Incentives	64.58
P26-01713	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	202.69
P26-01717	Royal Buying Group Royal Performance Group	Pupil Services	LCAP_2.30 Gas Cards	1,276.92
P26-01718	GOLD COAST TRANSIT DISTRICT AD MINISTRATIVE OFFICES	Pupil Services	LCAP_2.30 Adult Ride Pass	1,250.00
P26-01724	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon- Frank 25/26 yr	367.30
P26-01734	COSTCO WHOLESALE CORPORATION	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	2,500.00
P26-01736	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	58.38
P26-01737	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	84.27
P26-01738	Spicers Paper Inc	Graphics	Materials and Supplies	3,881.93
P26-01742	Uline	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL	1,816.58
P26-01753	CDW G	Enrichment & Special Programs	LCAP_2.19 Mat/supl	428.55
P26-01754	Lakeshore Learning Materials	Brekke School	LCAP_3.38 MATL/SUPP	1,132.08
P26-01757	Printech	Marshall School	LCAP_3.38 MATL/SUPPL	1,010.56
P26-01758	CARNITAS EL BROTHER INC	Marshall School	LCAP_3.38 MATL/SUPPL	1,026.95
P26-01761	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	54.32
P26-01762	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	178.86
P26-01763	ODP BUSINESS SOLUTIONS, LLC	Soria School	LCAP_3.38 MATL / SUPL	4,000.00
P26-01774	Lakeshore Learning Materials	Elm School	LCAP_3.38 MATL/SUPP	180.10
P26-01775	ODP BUSINESS SOLUTIONS, LLC	Marshall School	LCAP_3.38 MATL/SUPL	1,000.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01786	COSTCO WHOLESALE CORPORATION	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,000.00
P26-01788	Lakeshore Learning Materials	McKinna School	LCAP_3.38 MATL/SUPPL(INST)	1,799.35
P26-01789	Franklin Covey	Special Education	LCAP_2.05- MATERIAL/SUPP	4,092.45
P26-01790	Southpaw Enterprises Inc	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	1,713.41
P26-01792	Lakeshore Learning Materials	Special Education	LCAP_2.05 Materials & Supplies for E.Guerrero	960.31
<b>Total:010-4300 MATERIALS AND SUPPLIES</b>				<b>457,892.88</b>
<b>010-4318 COMPUTER SUPPLIES AND SOFTWARE</b>				
P26-01158	CDW G	Information Technology	LCAP_5.39 ITS COMP SUP	1,409.33
P26-01410	NETWORK CRAZE TECHNOLOGIES INC	Information Technology	LCAP_5.39 ITS/ MAT/SUP (PHONES)	5,679.00
P26-01760	Apple Computer Inc	Soria School	LCAP_3.38 MATL / SUPL	2,485.01
<b>Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE</b>				<b>9,573.34</b>
<b>010-4321 ELECTRICAL SUPPLIES</b>				
P26-01360	Batteries Plus - Ventura	Facilities	LCAP_2.34 Electrical Materials & Supplies	3,000.00
P26-01380	Radwell International LLC	Facilities	LCAP_2.34 Electrical Materials and Supplies	1,222.51
<b>Total:010-4321 ELECTRICAL SUPPLIES</b>				<b>4,222.51</b>
<b>010-4323 HVAC SUPPLIES</b>				
P26-00346	WESTEN METROPOLITAN dba, JOHNS TONE SUPPLY	Facilities	LCAP_2.34 HVAC Materials & Supplies	20,000.00
<b>Total:010-4323 HVAC SUPPLIES</b>				<b>20,000.00</b>
<b>010-4325 PLUMBING SUPPLIES</b>				
P26-01405	Allied Rubber & Gasket Co.	Facilities	LCAP_2.34 Plumbing Materials and Supplies	188.22
<b>Total:010-4325 PLUMBING SUPPLIES</b>				<b>188.22</b>
<b>010-4327 WINDOW SUPPLIES</b>				
P26-01382	HOME DEPOT USA, Inc dba: Just Blinds	Facilities	LCAP_2.34 Window Materials and Supplies	197.74
<b>Total:010-4327 WINDOW SUPPLIES</b>				<b>197.74</b>
<b>010-4329 MISCELLANEOUS SUPPLIES</b>				
P26-01404	Blinds USA, LLC	Facilities	LCAP_2.34 Maint Misc Materials and Supplies	26.83
<b>Total:010-4329 MISCELLANEOUS SUPPLIES</b>				<b>26.83</b>
<b>010-4353 EQUIPMENT PARTS</b>				
P26-01741	QUINN COMPANY	Facilities	LCAP_2.34 Grounds Equipt Supplies	1,000.00
<b>Total:010-4353 EQUIPMENT PARTS</b>				<b>1,000.00</b>

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PO Number	Vendor Name	Location	Description	
<b>010-4400</b>	<b>NON-CAP EQUIP (\$500-\$4,999)</b>			
P26-01153	Lakeshore Learning Materials	Educational Services	LCAP_3.37 EQUIP/MATL (TK CLASSROOM)	31,653.64
P26-01172	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials Autism	11,506.17
P26-01206	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	1,923.25
P26-01337	Southpaw Enterprises Inc	Special Education	LCAP_2.05 Materials & Supplies for J. Roddis	8,660.24
P26-01338	Southpaw Enterprises Inc	Special Education	LCAP_2.05 Materials & Supplies for J. Nordman	8,072.48
P26-01381	Badger Meter, Inc.	Facilities	LCAP_2.34 Plumbing Supplies	2,401.23
P26-01383	PLC Direct, LLC	Facilities	LCAP_2.34 HVAC Equipment.	2,301.61
P26-01387	United Refrigeration Inc	Facilities	LCAP_2.34 HVAC Equipt / Chavez	1,376.42
P26-01511	Uline	Enrichment & Special Programs	LCAP_2.19_Matl/supl Rose	3,312.05
P26-01673	Uline	Special Education	LCAP_2.05 EQUIP (DESKS)	10,001.57
P26-01685	CDW G	Enrichment & Special Programs	LCAP_1.02 Matl/Supl YCP	5,612.97
P26-01743	Uline	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL	2,519.21
<b>Total:010-4400 NON-CAP EQUIP (\$500-\$4,999)</b>				<b>89,340.84</b>
<b>010-4418</b>	<b>COMPUTER EQUIPMENT OVER \$500</b>			
P26-01161	CDW G	Information Technology	LCAP_5.39 ITS/COMP EQUIP	1,996.63
P26-01336	CDW G	Information Technology	LCAP_5.39 ITS COMP SUP	10,706.50
P26-01343	CDW G	Brekke School	LCAP_3.38 Mtl/Supl	798.10
P26-01674	CDW G	Special Education	LCAP_2.05 Mat/Supp-Sirus Techs	7,000.21
P26-01755	CDW G	Brekke School	LCAP_3.38 Mtl/Supl	1,600.05
P26-01759	CDW G	Soria School	LCAP_3.38 MAT/SUPL	966.35
P26-01791	CDW G	Special Education	LCAP_2.05- Equipment_Printers	28,737.10
<b>Total:010-4418 COMPUTER EQUIPMENT OVER \$500</b>				<b>51,804.94</b>
<b>010-5100</b>	<b>PROFESSIONAL/CONSULTING</b>			
P26-01355	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	Special Education	LCAP_2.06 SERV	1,950,000.00
P26-01356	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	ELOP	LCAP_2.19 SERV	250,000.00
P26-01502	TOMAS MADRIGAL RECOVERY STARTS NOW	Pupil Services	LCAP_2.33 (SERV/LCSSP GRANT)	214,000.00
P26-01677	PRIDE LEARNING CO.	Special Education	LCAP_2.05 SERV	50,000.00
<b>Total:010-5100 PROFESSIONAL/CONSULTING</b>				<b>2,464,000.00</b>
<b>010-5200</b>	<b>TRAVEL AND CONFERENCE</b>			
P26-01226	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Educational Services	LCAP_3.05 Conf (Dr. Fox)	1,350.00

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PO Number	Vendor Name	Location	Description	
P26-01401	SCHOOL SERVICES OF CALIFORNIA, INC.	Business Services	CONF-SSC webinar 11-4-25/KP	185.00
P26-01496	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Superintendent	LCAP_5.03 CONF	825.00
P26-01500	HILTON SAN FRANCISCO UNION SQU ARE	Superintendent	LCAP_5.03 CONF	774.47
P26-01569	Hilton San Diego Gaslamp Quart	Human Resources	LCAP_3.01_TRAV/CONF 9/23 /25 - 9/26/25 (SC/AC)	3,116.74
P26-01570	Loews Coronado Bay Resort	Human Resources	LCAP_3.24 CONF-Frontline - M Magana	750.00
P26-01571	BIXBY BRIDGE FUND I LLC RENAISSANCE ESMERALDA INDIAN	Superintendent	LCAP_5.03 ACSA Hotel Reservation	734.06
P26-01680	Kern County Superintendent of Schools	District Office	LCAP_3.24 FCMAT ASB Workshop	1,300.00
P26-01681	SAN DIEGO COUNTY OFFICE OF EDU ATTN: MEGA/EQUITY DEPT.	Equity, Family, Cmty Engmt	LCAP_3.11 TRVL/CONF (L.Beltran)	500.00
P26-01682	SAN DIEGO COUNTY OFFICE OF EDU ATTN: MEGA/EQUITY DEPT.	Equity, Family, Cmty Engmt	LCAP_3.11 TRVL/CONF (L.Beltran)	700.00
P26-01686	Atkinson,Andelson,Loya Ruud & Romo	Business Services	LCAP_3.04 CONF-AALRR 10-2-25/KP	249.00
P26-01687	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Special Education	LCAP_2.05 TRVL/CONF FOR ADMIN	3,000.00
P26-01698	Mission Valley Hotel Operator Courtyard by Marriott SD	Equity, Family, Cmty Engmt	LCAP_3.11 TRVL/CONF (L.Beltran)	447.75
P26-01739	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Superintendent	LCAP_5.03 CONF	1,050.00
P26-01745	SPRINGHILL SUITES BY MARRIOTT LA DOWNTOWN BURBANK	SchPerformance & StudOutcomes	LCAP_3.10 Travel-Conf Instruction CalEd Partners	3,486.60
P26-01746	Frontline Technologies Grp LLC	Human Resources	LCAP_3.24 Frontline Conference - M Magana	999.00
P26-01749	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 Professional Development for Erin Rivera	80.00
P26-01776	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 Travel & Conference for Keely Henkel	80.00
P26-01777	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Christina Kennedy	80.00
P26-01778	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Laura Herrera	150.00
P26-01779	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Ariana Sani-Tolman	51.13
P26-01780	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Daphne Reyes	60.00
P26-01781	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Devon Vail	50.00
P26-01782	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Andrea Caballero Najera	20.00

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PO Number	Vendor Name	Location	Description	
P26-01783	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Andrea Caballero Najera	50.00
P26-01784	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Nicole Crilly-Larsen	80.00
P26-01785	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 PD for Nicole Crilly-Larsen	20.00
<b>Total:010-5200 TRAVEL AND CONFERENCE</b>				<b>20,188.75</b>
<b>010-5223</b>	<b>BOARD MEMBER AREA 2- MELANEPHY</b>			
P26-01222	California School Boards Assoc	Superintendent	LCAP_5.03 CSBA Ethics Assembly Bill 2158	125.00
<b>Total:010-5223 BOARD MEMBER AREA 2- MELANEPHY</b>				<b>125.00</b>
<b>010-5225</b>	<b>BOARD MEMBER AREA 1- SALAS</b>			
P26-01692	CALIF LATINO SCHOOL BOARDS ASS N	Superintendent	LCAP_5.02 CONF	945.00
P26-01706	LFS Development LLC dba: Inter Continental San Diego Hotel	Superintendent	LCAP_5.02 CONF	1,040.52
<b>Total:010-5225 BOARD MEMBER AREA 1- SALAS</b>				<b>1,985.52</b>
<b>010-5300</b>	<b>DUES AND MEMBERSHIPS</b>			
P26-01707	ROTARY CLUB OF WEST VENTURA CO	Superintendent	LCAP_5.03 Membership	350.00
<b>Total:010-5300 DUES AND MEMBERSHIPS</b>				<b>350.00</b>
<b>010-5400</b>	<b>INSURANCE</b>			
P26-01690	Pacific Educators Inc.	Risk Management	2025-2026 Pacific Educators Policy#:044-006-312l	1,104.00
<b>Total:010-5400 INSURANCE</b>				<b>1,104.00</b>
<b>010-5455</b>	<b>DEDUCTIBLES AND LOSSES</b>			
P26-01747	Ventura Co Sch Self-Funding	Risk Management	Deductible for property insurance VC250429	10,000.00
<b>Total:010-5455 DEDUCTIBLES AND LOSSES</b>				<b>10,000.00</b>
<b>010-5600</b>	<b>RENTALS, LEASES AND REPAIRS</b>			
P26-01102	OXNARD PERFORMING ARTS CENTER CORP	Special Education	LCAP_2.08 RNTL	1,530.00
P26-01108	Witherspoon Ent Inc DBA Port A Stor	Fremont School	LCAP_3.38 RENTALS	900.00
P26-01112	Witherspoon Ent Inc DBA Port A Stor	Harrington School	LCAP_3.38 RENTL	2,000.00
P26-01113	Witherspoon Ent Inc DBA Port A Stor	Marshall School	LCAP_3.38 Rental	1,400.00
P26-01136	Witherspoon Ent Inc DBA Port A Stor	McAuliffe School	LCAP_3.38 Rental	900.00
P26-01137	Witherspoon Ent Inc DBA Port A Stor	McKinna School	LCAP_3.38 RENTL	4,600.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01140	Witherspoon Ent Inc DBA Port A Stor	Rose Avenue School	LCAP_2.08 Rental	2,000.00
P26-01191	Liz Party Rental	Kamala School	LCAP_3.38 RENTALS	520.00
P26-01212	OXNARD DOWNTOWNERS	Human Resources	LCAP_5.25 Dev Hum Cap RENTAL	345.00
P26-01218	Witherspoon Ent Inc DBA Port A Stor	Kamala School	LCAP_3.38 RENTALS	1,200.00
P26-01219	Witherspoon Ent Inc DBA Port A Stor	Marina West School	LCAP_3.38 RENTL	3,300.00
P26-01220	Witherspoon Ent Inc DBA Port A Stor	Ramona School	LCAP_3.38 RENTALS	1,000.00
P26-01412	Mail Finance	Purchasing	LEASE AGREEMENT (MAIL MACHINE)	10,167.35
P26-01503	Witherspoon Ent Inc DBA Port A Stor	San Miguel School	LCAP_3.38 RENTALS	2,400.00
P26-01697	Witherspoon Ent Inc DBA Port A Stor	Equity, Family, Cmty Engmt	LCAP_4.03 Rental	1,380.00
P26-01705	OXNARD PERFORMING ARTS CENTER CORP	Special Education	LCAP_2.08 RNTL	1,175.00
<b>Total:010-5600 RENTALS, LEASES AND REPAIRS</b>				<b>34,817.35</b>
<b>010-5631</b>	<b>MAINTENANCE AGREEMENTS</b>			
P26-01103	General Binding Corp.	Lemonwood School	LCAP_3.38 MAINT AGRMT	874.90
P26-01271	Printech	San Miguel School	LCAP_3.38 MAINT AGRMT	975.00
P26-01432	Mail Finance	Graphics	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER/PRINTER)	16,222.24
<b>Total:010-5631 MAINTENANCE AGREEMENTS</b>				<b>18,072.14</b>
<b>010-5632</b>	<b>REPAIRS</b>			
P26-01374	Pyro Comm Systems Inc	Facilities	LCAP_2.34 Repair / Lemonwood	4,292.91
P26-01384	Pyro Comm Systems Inc	Facilities	LCAP_2.34 Repair / McKinna	3,088.85
P26-01386	Kone Pasadena	Facilities	LCAP_2.34 Elevator Repairs	7,000.00
P26-01735	Hensons Music Center	Lopez Academy	LCAP_3.38 RPR (INST)	4,000.00
P26-01751	Diversified Thermal Services, LLC	Facilities	LCAP_2.34 Repair / Fremont School	1,995.00
<b>Total:010-5632 REPAIRS</b>				<b>20,376.76</b>
<b>010-5800</b>	<b>PROFESSIONAL/CONSULTING SERV</b>			
P26-01105	San Joaquin County Of Ed	Human Resources	LCAP_5.25 SERV (RET HUMAN CAP)	4,201.80
P26-01124	SHRED-IT USA	Elm School	LCAP_3.38 SERV	500.00
P26-01182	ZONAR SYSTEM, INC	Transportation	LCAP_2.30 SERVCS	5,000.00
P26-01189	Colbi Technologies Inc	Purchasing	LCAP_5.36 SERV	45,000.00
P26-01208	Mario's Auto Collision Inc.	Facilities	LCAP_2.34 Professional Service / Maint Vehicle	5,000.00
P26-01355	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	Special Education	LCAP_2.06 SERV	50,000.00
P26-01356	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	ELOP	LCAP_2.19 SERV	50,000.00
P26-01373	Department Of Industrial Relat	Facilities	LCAP_2.34 Conveyance Fees / Elm	225.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01375	City Of Oxnard	Facilities	LCAP_2.34 Wastewater Fees / Various Sites	750.00
P26-01376	Dial Security	Facilities	LCAP_2.34 Professional Service / McAuliffe	3,113.63
P26-01377	Dial Security	Facilities	LCAP_2.34 Professional Service / ESC	4,462.86
P26-01378	Dial Security	Facilities	LCAP_2.34 Professional Service / Ritchen	2,398.04
P26-01379	Dial Security	Facilities	LCAP_2.34 Professional Service / McAuliffe	8,475.62
P26-01385	Department Of Industrial Relat	Facilities	LCAP_2.34 Conveyance Fees / Soria	1,350.00
P26-01411	CODESP	Personnel Commission	serv - Personnel commison	3,100.00
P26-01415	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	Facilities	LCAP_2.34 Professional Service / Elm	6,896.45
P26-01416	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	Facilities	LCAP_2.34 Professional Service / Elm	6,896.45
P26-01417	AGILIS SYSTEMS, LLC LINXUP	Facilities	LCAP_2.34	26,464.80
P26-01497	CULLIGAN OF VENTURA COUNTY	Ramona School	LCAP_3.38 MATL/SUPPL	840.80
P26-01504	VRC COMPANIES LLC VITAL RECORD S CONTROL	San Miguel School	LCAP_3.38 SERV	450.00
P26-01507	SANTA BARBARA BOTANIC GARDEN	Brekke School	LCAP_3.38 Fieldtrip	273.00
P26-01508	SHRED-IT USA	Ritchen School	LCAP_3.38 SERV	500.00
P26-01560	Briotix Health, LP	Human Resources	LCAP_5.25 SERV	50,000.00
P26-01561	William Venegas Hip Hop Mindse t	Enrichment & Special Programs	LCAP_5.34 SERV/ELOP	75,000.00
P26-01563	Willdan Financial Services	Business Services	LCAP_5.36 SERV	3,500.00
P26-01564	California School Boards Assoc	Superintendent	LCAP_5.02 SERV	4,000.00
P26-01565	DR. OLVERA PSYCHOLOGY, PROFESS IONAL CORP	Special Education	LCAP_2.06 SERV	60,000.00
P26-01566	Renaissance Learning Inc	SchPerformance & StudOutcomes	LCAP_1.07 SERV/LCFF	4,050.00
P26-01567	Lucha Inc. Inlakech Cultural A rts Center	Equity, Family, Cmty Engmt	LCAP_3.10 SERV/TITLE I	1,500.00
P26-01568	Amira Learning, Inc.	SchPerformance & StudOutcomes	LCAP_3.33 SERV	72,000.00
P26-01677	PRIDE LEARNING CO.	Special Education	LCAP_2.05 SERV	50,000.00
P26-01678	DYNAMIC EDUCATION SERVICES INC	Special Education	LCAP_2.06 SERV	15,000.00
P26-01701	COUNTY OF VENTURA OFFICE OF DI STRICT ATTORNEY	Pupil Services	LCAP_2.17 SERV (SARB THRIVE)	8,769.56
P26-01709	Ventura Co Star	Superintendent	SERV	800.00
P26-01719	IMAGE APPAREL FOR BUSINESS	Facilities	LCAP_2.34 SERV (25-26 MAINT UNIFORMS)	2,472.00
P26-01720	IMAGE APPAREL FOR BUSINESS	Facilities	LCAP_2.34 SERV (25-26 GROUNDS UNIFORMS)	2,536.69

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PO Number	Vendor Name	Location	Description	
P26-01721	IMAGE APPAREL FOR BUSINESS	Facilities	SERV (25-26 SCHOOL SITE CUST. UNIFORMS)	9,031.11
P26-01725	Auditory Processing Diagnostic Center	Special Education	LCAP_2.05 SERV	60,000.00
P26-01748	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	Pupil Services	LCAP_2.27 School Resources Officers	235,851.00
P26-01750	Active Leak Detection & Plumbing LLC	Facilities	LCAP_2.34 Maintenance Professional Services	1,500.00
P26-01752	Dial Security	Facilities	LCAP_2.34 Prof Service / Brekke	45,862.80
P26-01773	SCRIPPS NATIONAL SPELLING BEE INC	Frank School	LCAP_3.38 (Subscp) Scripps Spelling Bee	206.50
<b>Total:010-5800 PROFESSIONAL/CONSULTING SERV</b>				<b>927,978.11</b>

**010-5818 SOFTWARE/LIC-APPLICATIONS**

P26-01157	CDW G	Information Technology	LCAP_5.39 ITS Hardware Software	11,706.24
P26-01160	CDW G	Information Technology	LCAP_5.39 ITS SOFTWARE/1Password	2,430.00
P26-01183	Wasabi Holding, Inc. dba. Wasabi Technologies LLC	Information Technology	LCAP_5.39 ITS/SOFTWARE	2,048.39
P26-01221	SDL, INC	Superintendent	LCAP_5.03 Trados Software/License	690.17
P26-01224	KUYPERS CONSULTING INC	Pupil Services	LCAP_3.18	240.00
P26-01322	IXL LEARNING, INC	Teaching & Learning	LCAP_2.03 SFTWR	99,563.00
P26-01323	CRISIS PREVENTION INSTITUTE	Pupil Services	LCAP_5.31 Training	4,149.00
P26-01334	Incident IQ, LLC	Information Technology	LCAP_5.39 ITS SOFTWARE	6,674.94
P26-01339	Renaissance Learning Inc	Brekke School	LCAP_3.38 Materials and Supplies	1,345.00
P26-01349	ESGI, LLC	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,110.00
P26-01354	Emics, Inc. dba: Informed K12	Information Technology	LCAP_5.39 ITS SOFTWARE	47,958.00
P26-01418	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Subscription & Matrl	4,024.03
P26-01492	Gopher Sport	Math and PE Programs	LCAP_3.41 MATL/SUPP	85,092.40
P26-01493	MIND EDUCATION	Math and PE Programs	LCAP_3.41 MATL/SUPP Digital subscription	215,500.00
P26-01509	Read Naturally, Inc	Brekke School	LCAP_3.38 SFTWR	910.00
P26-01671	GREENWOOD PUB GROUP LLC HEINEM ANN	Educational Services	LCAP_2.10 SOFTWARE APPS	583.95
P26-01683	Rosetta Stone Ltd	Equity, Family, Cmty Engmt	LCAP_2.15 STWR APPS	8,695.00
P26-01684	N2Y	Special Education	LCAP_2.05 Software/Lic. App (UNIQUE)	35,815.70
P26-01691	Next Gen Math, LLC	Math and PE Programs	LCAP_3.41 MATL/SUPP SUBSCRIPTION	43,254.00
P26-01696	Lexia Learning Systems LLC	Equity, Family, Cmty Engmt	LCAP 2.15 STWR APPS	6,300.00

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PO Number	Vendor Name	Location	Description	
P26-01730	GENERATION GENIUS, INC	Harrington School	LCAP_3.38 Subcriptions & Licenses applications	1,995.00
P26-01731	Cardea Services	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,638.75
P26-01732	The Wonder Years LLC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	34,479.30
P26-01756	SmartPass Inc.	Frank School	LCAP_3.38 (Subscp) SmartPass Online subscription	3,790.00

**Total:010-5818 SOFTWARE/LIC-APPLICATIONS 619,992.87**

**010-6200 BUILDINGS AND IMPROVEMENTS**

P26-01372	Dial Security	Facilities	LCAP_2.34 SERV - Brekke	40,386.05
P26-01693	Green Globe HVAC, Inc.	Facilities	LCAP_2.34 Prof Service / Lemonwood	28,829.64

**Total:010-6200 BUILDINGS AND IMPROVEMENTS 69,215.69**

**010-6418 COMPUTER EQUIPMENT OVER \$5,000**

P26-01157	CDW G	Information Technology	LCAP_5.39 ITS Hardware Software	85,319.19
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**Total:010-6418 COMPUTER EQUIPMENT OVER \$5,000 85,319.19**

**010-9320 STORES**

P26-01115	Ccp Industries	Warehouse	stores supplies	492.82
P26-01116	School Health Corporation	Warehouse	stores supplies	773.10
P26-01117	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	7,571.62
P26-01118	Jordanos Inc	Warehouse	stores supplies	699.80
P26-01132	Veritiv Operating Company	Warehouse	stores supplies	11,160.01
P26-01197	Southwest School & Office Sup	Warehouse	stores supplies	3,393.74
P26-01198	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	7,186.58
P26-01238	Amazon Com	Warehouse	stores supplies	798.42
P26-01272	LABSOURCE, INC	Warehouse	stores supplies	951.34
P26-01273	School Specialty Inc	Warehouse	stores supplies	1,756.74
P26-01310	Uline	Warehouse	stores supplies	1,540.80
P26-01311	Southwest School & Office Sup	Warehouse	stores supplies	3,101.04
P26-01344	Regency Lighting	Warehouse	stores supplies	2,064.84
P26-01345	Extreme Clean	Warehouse	stores supplies	5,420.99
P26-01346	Pioneer Chemical Co	Warehouse	stores supplies	637.15
P26-01347	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	2,612.17
P26-01351	Grainger Inc	Warehouse	stores supplies	887.51
P26-01352	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	2,047.80
P26-01672	Veritiv Operating Company	Warehouse	Store Supplies	15,503.58
P26-01715	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	4,033.37
P26-01716	Southwest School & Office Sup	Warehouse	stores supplies	2,780.24
P26-01764	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	4,514.95
P26-01765	Southwest School & Office Sup	Warehouse	stores supplies	1,968.25
P26-01766	Superior Sanitary Supplies	Warehouse	stores supplies	2,033.36

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PO Number	Vendor Name	Location	Description	
P26-01767	LABSOURCE, INC	Warehouse	stores supplies	501.46
P26-01768	Identification & Security Inte	Warehouse	stores supplies	207.58
P26-01769	BSN Sports	Warehouse	stores supplies	2,167.85
P26-01770	Extreme Clean	Warehouse	stores supplies	5,742.18
P26-01771	School Health Corporation	Warehouse	stores supplies	2,239.84
<b>Total:010-9320 STORES</b>				<b>94,789.13</b>

**130-4300 MATERIALS AND SUPPLIES**

P26-01199	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/URBANE CAFE	546.21
P26-01200	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	709.54
P26-01201	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	335.90
P26-01275	SPB Associates, Inc DBA Subway # 27320	Child Nutrition Services	LCAP_2.32 CATERING/SUMMER	15,000.00
P26-01276	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	267.58
P26-01277	CARNITAS EL BROTHER INC	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	1,365.63
P26-01278	CARNITAS EL BROTHER INC	Child Nutrition Services	LCAP_2.32 CATERING/SUMMER	20,000.00
P26-01284	ODP BUSINESS SOLUTIONS, LLC	Child Nutrition Services	LCAP_2.32 MATL/SUP	3,000.00
P26-01287	SMART AND FINAL-C.I. BLVD	Child Nutrition Services	LCAP_2.32 SUP/MATL	500.00
P26-01290	Acorn Appliance Service LLC	Child Nutrition Services	LCAP_2.32 MAT/SUP RAMONA	1,433.21
P26-01291	Acorn Appliance Service LLC	Child Nutrition Services	LCAP_2.32 MAT/SUP FREMONT	1,010.42
P26-01461	TRI-COUNTY RESTAURANT SUPPLY S TEVENSON'S RESTAURANT SUPPLY	Child Nutrition Services	LCAP_2.32 MATL/SUP	10,000.00
P26-01462	Shoes For Crews North America, LLC	Child Nutrition Services	LCAP_2.32 MATL/SUP	13,200.00
<b>Total:130-4300 MATERIALS AND SUPPLIES</b>				<b>67,368.49</b>

**130-4700 FOOD**

P26-01114	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	21,000.00
P26-01129	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	67,000.00
P26-01130	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	67,000.00
P26-01274	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP/SUMMER	16,100.00
P26-01287	SMART AND FINAL-C.I. BLVD	Child Nutrition Services	LCAP_2.32 SUP/MATL	500.00

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PO Number	Vendor Name	Location	Description	
P26-01463	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01464	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01465	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01466	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	6,000.00
P26-01467	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	6,000.00
P26-01468	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	6,000.00
P26-01469	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01470	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01471	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01472	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01473	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01474	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01475	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01476	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01477	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01478	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01479	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01480	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01481	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	5,000.00
P26-01482	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01483	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP/SUMMER	2,891.75
P26-01484	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	110,000.00
P26-01485	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	110,000.00
P26-01486	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	110,000.00

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PO Number	Vendor Name	Location	Description	
P26-01487	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01513	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01514	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01515	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01516	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01517	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	120,000.00
P26-01518	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01519	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	90,000.00
P26-01520	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01521	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	70,000.00
P26-01522	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01523	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01524	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01525	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01526	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01527	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01528	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	110,000.00
P26-01529	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	70,000.00
P26-01530	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	70,000.00
P26-01531	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01532	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01533	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	130,000.00
P26-01534	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	85,000.00
P26-01535	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	100,000.00

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PO Number	Vendor Name	Location	Description	
P26-01536	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01537	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01538	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01539	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01540	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01541	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	100,000.00
P26-01542	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01543	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01544	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01545	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01546	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01547	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01548	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	80,000.00
P26-01580	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	24,000.00
P26-01581	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	38,000.00
P26-01582	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	38,000.00
P26-01583	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	46,000.00
P26-01584	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01585	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	33,000.00
P26-01586	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01587	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	33,000.00
P26-01588	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	38,000.00
P26-01589	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	33,000.00
P26-01590	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	36,000.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01591	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	25,000.00
P26-01592	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	25,000.00
P26-01593	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	27,000.00
P26-01594	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	36,000.00
P26-01595	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	40,000.00
P26-01596	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	25,000.00
P26-01597	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	26,000.00
P26-01598	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	39,000.00
P26-01599	DRIFTWOOD DAIRY INC	Child Nutrition Services	LCAP_2.32 SUP	28,000.00
P26-01600	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01601	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	40,000.00
P26-01602	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01603	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	50,000.00
P26-01604	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01605	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01606	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01607	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01608	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	40,000.00
P26-01609	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	40,000.00
P26-01610	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	44,000.00
P26-01611	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01612	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01613	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01614	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01615	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01616	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	30,000.00
P26-01617	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	35,000.00
P26-01618	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	38,000.00
P26-01619	The Berry Man Inc	Child Nutrition Services	LCAP_2.32 SUP	40,000.00
P26-01651	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01652	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01653	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01654	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	20,000.00
P26-01655	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01656	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	15,000.00
P26-01657	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01658	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01659	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01660	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01661	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01662	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01663	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01664	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01665	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01666	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01667	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	8,000.00
P26-01668	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	10,000.00
P26-01669	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	12,000.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01670	HOME COUNTY PIZZA INC DOMINO'S PIZZA	Child Nutrition Services	LCAP_2.32 SUP	12,000.00
P26-01787	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	20,184.00
			<b>Total:130-4700 FOOD</b>	<b>5,536,675.75</b>
<b>130-5500</b>	<b>OPERATION AND HOUSEKEEPING</b>			
P26-01110	VENTURA PEST CONTROL INC	Child Nutrition Services	LCAP_2.32 UTIL	13,920.00
P26-01131	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 UTIL	3,500.00
P26-01620	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01621	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,000.00
P26-01622	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,000.00
P26-01623	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01624	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01625	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01626	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01627	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01628	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01629	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01630	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	4,000.00
P26-01631	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,000.00
P26-01632	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01633	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01634	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01635	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,000.00
P26-01636	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,000.00
P26-01637	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
P26-01638	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
P26-01639	Mission Linen Supply	Child Nutrition Services	LCAP_2.32 Operations/Housekeeping	3,500.00
<b>Total:130-5500 OPERATION AND HOUSEKEEPING</b>				<b>85,420.00</b>
<b>130-5600</b>	<b>RENTALS, LEASES AND REPAIRS</b>			
P26-01288	Witherspoon Ent Inc DBA Port A Stor	Child Nutrition Services	Rental	2,700.00
<b>Total:130-5600 RENTALS, LEASES AND REPAIRS</b>				<b>2,700.00</b>
<b>130-5800</b>	<b>PROFESSIONAL/CONSULTING SERV</b>			
P26-01289	COUNTY OF VENTURA	Child Nutrition Services	LCAP_2.32 SERVICES	14,853.00
<b>Total:130-5800 PROFESSIONAL/CONSULTING SERV</b>				<b>14,853.00</b>
<b>130-9320</b>	<b>STORES</b>			
NP26-00001	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	7,995.41
NP26-00002	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	8,586.20
NP26-00003	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	916.00
NP26-00004	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	10,721.45
NP26-00005	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32	7,965.05
<b>Total:130-9320 STORES</b>				<b>36,184.11</b>
<b>140-6173</b>	<b>SITE &amp; LAND IMPROVEMENTS</b>			
P26-01413	Great Western Recreation, LLC	Facilities	LCAP_2.34 Def Maint /Site Improve / San Miguel	12,362.73
P26-01414	Great Western Recreation, LLC	Facilities	LCAP_2.34 Def Maint /Site Improve / San Miguel	13,183.43
P26-01491	Great Western Recreation, LLC	Facilities	LCAP_2.34 Def Maint /Prof Service / Lemonwood	60,337.55
<b>Total:140-6173 SITE &amp; LAND IMPROVEMENTS</b>				<b>85,883.71</b>
<b>140-6200</b>	<b>BUILDINGS AND IMPROVEMENTS</b>			
P26-01225	JENNIFER PORTER dba/D&J PAINTI NG	Facilities	LCAP_2.34 Def Maint / Prof Service/ Sierra Linda	3,091.00
P26-01235	GENESIS FLOOR COVERING INC	Facilities	LCAP_2.34 Build & Improve / Sierra Linda Flooring	9,732.64
P26-01236	GENESIS FLOOR COVERING INC	Facilities	LCAP_2.34 Def Maint / ESC Area 1 & 2 Flooring	128,105.84
P26-01723	GENESIS FLOOR COVERING INC	Facilities	LCAP_2.34 Def Maint / ESC Workroom	26,566.73
<b>Total:140-6200 BUILDINGS AND IMPROVEMENTS</b>				<b>167,496.21</b>

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
<b>215-4300 MATERIALS AND SUPPLIES</b>				
P26-01107	Home Depot Inc	Rose Avenue School	BOND (ROSE AVE- MTL/EQUIP)	554.25
P26-01313	Superior Sanitary Supplies	Rose Avenue School	MTL/SUP (ROSE AVE. -BOND /CUSTODIAL)	871.82
P26-01358	Uline	Information Technology	Bond MAT/SUP (TV BXS - MCA-RIT)	2,994.19
P26-01435	Amazon Com	Purchasing	BOND/MTLS (MCA/RIT)	100.00
P26-01549	Allcable Inc	Information Technology	Bond/MTLS (MCA)	606.34
P26-01550	Allcable Inc	Information Technology	Bond/MTLS (RIT)	1,212.68
P26-01551	Allcable Inc	Information Technology	Bond/MTLS (ROSE)	486.16
P26-01722	Uline	Rose Avenue School	MTL/SUP (ROSE AVE. - BOND/CUSTODIAL)	7,618.03
<b>Total:215-4300 MATERIALS AND SUPPLIES</b>				<b>14,443.47</b>
<b>215-4400 NON-CAP EQUIP (\$500-\$4,999)</b>				
P26-01107	Home Depot Inc	Rose Avenue School	BOND (ROSE AVE- MTL/EQUIP)	3,306.53
P26-01318	Allcable Inc	Information Technology	Bond (ROSE AVE)	1,253.10
P26-01319	CDW G	Information Technology	Bond (Rose Ave)	792.06
P26-01499	Southwest School & Office Sup	Rose Avenue School	MTL/SUP (ROSE AVE. -BOND /OFFICE)	24,047.02
P26-01552	CDW G	Information Technology	Bond (Rose)	2,134.42
P26-01722	Uline	Rose Avenue School	MTL/SUP (ROSE AVE. - BOND/CUSTODIAL)	8,190.90
<b>Total:215-4400 NON-CAP EQUIP (\$500-\$4,999)</b>				<b>39,724.03</b>
<b>215-6250 OTHER COSTS/PLANNING</b>				
P26-01315	NV5 DBA/BTC LABS	Facilities	BOND/BLDG/TEST & INSPEC SVCS/RIT	19,917.00
P26-01316	NV5 DBA/BTC LABS	Facilities	BOND/BLDG/TEST & INSPEC SVCS/MCA	18,908.00
P26-01340	SCRIPPS MEDIA INC VENTURA COUN TY STAR	Purchasing	SVC/ LEGAL AD- (LLB-LEM/MAR CHANGING RMS)	781.60
P26-01702	CITY OF OXNARD	Facilities	LCAP_2.34 Bond / Rose Ave Fees	220.50
P26-01714	TABBARA CORPORATION	Facilities	LCAP_2.34 Bond Professional Service/ Rose Ave	5,550.00
<b>Total:215-6250 OTHER COSTS/PLANNING</b>				<b>45,377.10</b>
<b>215-6400 EQUIPMENT</b>				
P26-01317	CN School & Office Sol, Inc Cu lver-Newlin	McAuliffe School	BOND/EQUIP (SMITH ADD. STORAGE - MCAULIFFE P1)	11,571.21

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**Includes Purchase Orders dated 08/05/2025 - 08/28/2025**

PO Number	Vendor Name	Location	Description	
				<b>Total:215-6400 EQUIPMENT</b>
				<b>11,571.21</b>
<b>251-5600</b>	<b>RENTALS, LEASES AND REPAIRS</b>			
P26-01177	Williams Scotsman Inc-	Purchasing	RENTAL (LOPEZ)	9,000.00
P26-01178	Williams Scotsman Inc-	Purchasing	RENTAL (MCAULIFFE)	12,000.00
P26-01292	Mobile Modular Management	Facilities	Rent/Lease/Frank School	55,860.00
P26-01293	Mobile Modular Management	Facilities	Rent/Lease/Fremont School	11,172.00
P26-01294	Mobile Modular Management	Facilities	Rent/Lease/Lopez School	11,172.00
P26-01295	Mobile Modular Management	Facilities	Rent Lease/ Lopez School	22,344.00
P26-01296	Mobile Modular Management	Purchasing	RENTAL/ FRANK	33,516.00
P26-01297	Mobile Modular Management	Purchasing	RENTAL/LOPEZ	33,516.00
				<b>Total:251-5600 RENTALS, LEASES AND REPAIRS</b>
				<b>188,580.00</b>
<b>350-9510</b>	<b>AP - Clearing CY</b>			
P26-01237	INSIGHT ENVIRONMENTAL, INC.	Facilities	LCAP_2.34 Bonds Funds/ Prof Service / Marina West	745.00
				<b>Total:350-9510 AP - Clearing CY</b>
				<b>745.00</b>
<b>Total Number of POs</b>			<b>700</b>	<b>Total</b>
				<b>11,328,941.27</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	498	5,031,919.19
		<b>Total Fiscal Year 2026</b>	<b>5,031,919.19</b>
130	CAFETERIA FUND	168	5,743,201.35
		<b>Total Fiscal Year 2026</b>	<b>5,743,201.35</b>
140	DEFERRED MAINTENANCE FUND	7	253,379.92
		<b>Total Fiscal Year 2026</b>	<b>253,379.92</b>
215	BOND FUND MEASURE I 2022	18	111,115.81
		<b>Total Fiscal Year 2026</b>	<b>111,115.81</b>
251	DEVELOPER FEES	8	188,580.00
		<b>Total Fiscal Year 2026</b>	<b>188,580.00</b>
350	COUNTY SCHOOL FACILITY FUND	1	745.00
		<b>Total Fiscal Year 2026</b>	<b>745.00</b>
		<b>Total</b>	<b>11,328,941.27</b>

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Includes Purchase Orders dated 08/05/2025 - 08/28/2025

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
<b>010-4300</b>	<b>MATERIALS AND SUPPLIES</b>			
P26-00141	1,401.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.90
P26-00584	1,589.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	278.59
P26-00611	25,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20,000.00
P26-00677	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P26-00934	169.97	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	580.03-
P26-01048	346.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2.88-
P26-01057	6,507.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	503.59
P26-01080	1,089.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	135.98-
<b>Total:010-4300 MATERIALS AND SUPPLIES</b>				<b>21,073.19</b>
<b>010-5200</b>	<b>TRAVEL AND CONFERENCE</b>			
P25-05493	1,092.24	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1.84
P25-05852	1,472.91	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	138.60-
P26-00475	5,123.80	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	962.84-
P26-00477	913.55	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	87.85-
P26-00757	3,769.75	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	362.41-
P26-00758	866.15	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.00
<b>Total:010-5200 TRAVEL AND CONFERENCE</b>				<b>1,549.86-</b>
<b>010-5800</b>	<b>PROFESSIONAL/CONSULTING SERV</b>			
P25-00285	37,538.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,450.00
P25-04011	52,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,500.00
P25-05457	22,392.90	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,814.00
P26-00049	14,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00
P26-00305	25,926.62	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,425.93-
P26-00529	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	200.00
<b>Total:010-5800 PROFESSIONAL/CONSULTING SERV</b>				<b>14,538.07</b>
<b>010-5818</b>	<b>SOFTWARE/LIC-APPLICATIONS</b>			
P26-00531	25,021.77	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	16,928.39-
P26-00544	2,610.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	750.00-
<b>Total:010-5818 SOFTWARE/LIC-APPLICATIONS</b>				<b>17,678.39-</b>
<b>130-5200</b>	<b>TRAVEL AND CONFERENCE</b>			
P26-00033	1,130.08	130-5200	CAFETERIA FUND/TRAVEL AND CONFERENCE	2.00
<b>Total:130-5200 TRAVEL AND CONFERENCE</b>				<b>2.00</b>
<b>215-6210</b>	<b>ARCHITECT/ENGINEERING FEES</b>			
P24-02592	236,300.00	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	3,500.00
<b>Total:215-6210 ARCHITECT/ENGINEERING FEES</b>				<b>3,500.00</b>
<b>215-6280</b>	<b>CONSTRUCTION TESTING</b>			

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Includes Purchase Orders dated 08/05/2025 - 08/28/2025

**PO Changes (continued)**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-02548	633,256.41	215-6280	BOND FUND MEASURE I 2022/CONSTRUCTION TESTING	60,968.00
			<b>Total:215-6280 CONSTRUCTION TESTING</b>	<b>60,968.00</b>
			<b>Total PO Changes</b>	<b>80,853.01</b>

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:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Amendment #002 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)**

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The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities, modernizing and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 16, 2024, the Board entered into Construction Services Agreement #24-143 with Viola Constructors to serve as the Lease-Leaseback Contractor for the project. On March 05, 2025, the Board approved Amendment No. 001 to Construction Services Agreement #24-143.

The purpose of Amendment #2 is to increase funds for the project in order to demolish and reinstall new flooring in the remaining Phase 2-4 classrooms. This item is related to previous Board action utilizing the Allowance Allocation #1 in the amount of \$150,000.00 flooring allowance contained within the Guaranteed Maximum Price (GMP).

#### **FISCAL IMPACT:**

\$239,140.33 – Master Construct and Implementation Funds.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Amendment #002 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School in the amount of \$239,140.33.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #2 \(8 Pages\)](#)

[Amendment #1 \(11 Pages\)](#)

[Construction Services Agreement #24-143, Viola Constructors \(62 Pages\)](#)

## **Amendment No. 002 to Construction Services Agreement No. 24-143**

The Construction Services Agreement No. 24-143 (“Agreement”) entered into on October 16, 2024, by and between the Oxnard School District (“District”) and Viola Constructors (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 002 to the Construction Services Agreement No. 24-143 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McAuliffe Elementary School Modernization Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates McAuliffe Elementary School located at 3300 Via Marina Way, Oxnard, CA 93035 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to modernize the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Constructors to construct thru the completion and occupancy of the McAuliffe Elementary School Modernization project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

**AMENDMENT**

The Parties agree to amend the following language to Section 5 of the Agreement:

Additional funds in the amount of \$239,140.33 will be allocated for additional demolition and replacement of flooring for Phase 3 and 4 of the Modernization project pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Construction Services Agreement No. 24-143 entered into and executed by the Parties on October 16, 2024, remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Melissa Reyes, Director, Purchasing

\_\_\_\_\_  
Date:

**VIOLA CONSTRUCTORS:**

By: \_\_\_\_\_  
Michael Viola, President

\_\_\_\_\_  
Date:

## **EXHIBIT A**

### **Scope of Work (Plans & Specifications)**

McAuliffe Elementary School – 3300 Via Marina Ave, Oxnard, CA  
93035

Plans and Specifications as prepared by IBI Group, now Arcadis. DSA  
Application Number 03-121079. DSA file number 56-22



**PCO #001**

Viola Incorporated  
 5811 Olivas Park Dr, Suite 204  
 Ventura, California 93003  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 2526 - McAuliffe ES Modernization  
 3300 W. Via Marina Avenue  
 Oxnard, California 93035

**Prime Contract Potential Change Order #001: Demo and Install New Flooring in Classrooms**

<b>TO:</b>	Oxnard School District 1051 South A Street Oxnard, California 93030	<b>FROM:</b>	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
<b>PCO NUMBER/REVISION:</b>	001 / 0	<b>CONTRACT:</b>	1 - Amendment 1 to Construction Services Agreement
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Nick Shipp (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/29/2025
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>CHANGE ORDER REQUEST:</b>	None
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$239,140.33

**POTENTIAL CHANGE ORDER TITLE:** Demo and Install New Flooring in Classrooms

**CHANGE REASON:** Allowance

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #002 - Demo and Install New Flooring at Classrooms

The following PCO reflects the final quantified cost to remove existing flooring and install new HVT Flooring in all classrooms. Viola Inc. GMP included a \$150,000 allowance and is applied in the form of a credit, offsetting the final cost.

**ATTACHMENTS:**

[CO#01.pdf](#) , [A2000 SCOPE OF WORK PLAN Rev.0 markup \(2\).pdf](#) , [Viola Inc \(McAuliffe ES - RFI 001 +27 Classrooms\) 4-10-25.pdf](#)

#	Budget Code	Description	Amount
1	900-965.000.Subcontract Resilient Flooring.Subcontract	Reliable Flooring CO#01	\$197,751.00
2	200-241.190.Subcontract Selective Demolition.Subcontract	Wright Sawing and Breaking CO#01	\$167,246.80
3	100-121.160.Owner Cost Contingency Allowances.Owner Cost	Credit GMP Allowance	\$(150,000.00)
		<b>Subtotal:</b>	<b>\$214,997.80</b>
		LLB Fee (8.00% ):	\$17,199.82
		Bond & Insurance (2.99% ):	\$6,942.71
		<b>Grand Total:</b>	<b>\$239,140.33</b>



PCO #001

**Ruben Ruiz (Arcadis)**  
4119 Broad Street Suite 210  
San Luis Obispo, California 93401

**Oxnard School District**  
1051 South A Street  
Oxnard, California 93030

**Viola Inc.**  
5811 Olivas Park Dr. Ste 204  
Ventura, California 93003

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

  
\_\_\_\_\_  
SIGNATURE DATE

RELIABLE FLOOR COVERING, INC.

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April 10, 2025

Viola Constructors Inc  
5811 Olivas Park Drive #204  
Ventura, CA 93003  
Tel: 805-394-9990  
Email: [nshipp@violainc.com](mailto:nshipp@violainc.com)

Attn: Nick Shipp  
Re: McAuliffe ES  
RFI #001 – 27 Classrooms

Dear Nick:

The following is the cost breakdown for RFI #001 – 27 Classrooms at McAuliffe ES (A2000 Scope of Work Plan attached).

Scope of work: Furnish and install HVT by Catalina into 27 Classrooms (colors to be determined) per RFI 001. Furnish and install 4" Rubber Base by Mannington color 190 Jackalope. Standard skim-coat floor prep included. Moisture testing included.

Total Additive Price Tax Included:

~~\$ 197,751~~ 177,975.00  
10% : 19,775.00  
\$ 197,751.00

Customer Approval \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Sincerely

Will Alexander



Sawing • Coring • Demolition • Breaking

P.O. Box 7715, Ventura, CA 93006
Office (805) 658-1815 • Fax (805) 658-1050
Lic.# 823507 • wsandb@sbcglobal.net

April 21, 2025

Viola Constructors, Inc.
Attn: Nick
P.O. Box 5624
Oxnard, CA 93031

RE: McAuliffe ES Modernization

CO#01

Dear Nick:

Please be advised that the price for the work performed at the above location is \$167,246.80 which is based on (1) move-on and includes supplying labor, equipment & material to complete the following work:

- Sheet A2001
--Rooms with old carpet & VCT
-101, 106, 127, 128, 129
--Rooms with new carpet
--112, 113, 114, 115, 122, 123, 124
--Sheet A2002
--Rooms with old carpet & VCT
--166, 167, 171, 174, 175
--168 had carpet over VCT
--Sheet A2003
--Rooms with new carpet
--186, 190, 197, 198, 1101, 1102, 1104, 1105, 1106, 1107
--Our DIR# is 1000011992 &
--Above price is based on all work being performed at prevailing wage during normal business hours.

Handwritten calculations in red ink: \$150,522.12, 107.6 16,724.68, and a total of \$167,246.80.

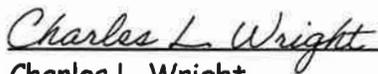
PAGE 2

The following are the job exclusions:

- Stand-by due to locating of utilities &/or broken utilities,
- Any permits or fees,
- Shoring of any kind,
- Stand-by due to other trades,
- Damage to unknown utilities,
- Removal of hazardous materials,
- All work not spelled out,
- Lay-out of any kind (slab and wall removal),
- Damage to ground cover (grass, ivy, etc.),
- Cutting & capping of all utilities,
- Not responsible for damage to asphalt parking lot,
- Barricades, temporary fencing & protective coverings &
- Any additional saw cutting.

If you have any questions, please give the office a call.

Very truly yours,



Charles L. Wright

CLW/amw

**Amendment No. 001 to Construction Services Agreement No. 24-143**

The Construction Services Agreement No. 24-143 (“Agreement”) entered into on October 16, 2024, by and between the Oxnard School District (“District”) and Viola Inc. (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-143 (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McAuliffe Elementary School Modernization Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates McAuliffe Elementary School located at 3300 Via Marina Way, Oxnard, CA 93035 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to modernize the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Constructors to construct thru the completion and occupancy of the McAuliffe Elementary School Modernization project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

**AMENDMENT**

The Parties agree to add the following language to SECTION 1 of the Agreement:

H. Site – The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit A attached.

The Parties agree to add the following language to Section 5 of the Agreement:

The GMP for the Project shall be **Six Million Nine Hundred Eight Thousand Two Hundred Forty Dollars and Fifty Cents (\$6,908,240.50)**. The GMP consists of Sublease Payments in the amount of **Thirty Thousand One Hundred Forty Eight Dollars and Eighteen Cents (\$30,148.18)** per month for **12** months for a total lease value of **Three Hundred Sixty-One Thousand Seven Hundred Seventy-Eight Dollars and Sixteen Cents (\$361,778.16)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 24-143 entered into and executed by the Parties on October 16, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

**OXNARD SCHOOL DISTRICT:**

By:   
Melissa Reyes, Director, Purchasing

3/6/25  
Date:

**VIOLA INC.:**

By: Michael T. Viola  
Michael Viola, President

02-24-2025  
Date:

## **EXHIBIT A**

### **Scope of Work (Plans & Specifications)**

McAuliffe Elementary School – 3300 Via Marina Ave, Oxnard, CA  
93035

Plans and Specifications as prepared by IBI Group, now Arcadis. DSA  
Application Number 03-121079. DSA file number 56-22

## SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 5<sup>th</sup> day of March, 2025, 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") as lessor, and Viola, Inc. with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor") as lessee.

## RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at McAuliffe Elementary School, 3300 W. Via Marina Avenue, Oxnard, CA 93035, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

### **SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

#### **SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

**SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

**SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

**SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

**SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

**SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

**SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

**SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

**SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

**SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

**SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease 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, Inc.  
5811 Olivas Park Drive, Suite 204  
Ventura, CA 93003  
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to Gerald Schober  
Vice President, Implementation Services  
Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> 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 party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

**SECTION 21. Execution in Counterparts**

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

**SECTION 23. Applicable Law**

This Site Lease 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 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**SECTION 25. Time**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

THE DISTRICT

Viola, Inc.

Oxnard School District,  
a California school district

By: Michael T. Viola

By: Melissa Reyes

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: 02-24-2025

Date: 3/6/25

## OSD AGREEMENT #24-143

### CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 16<sup>th</sup> day of October, 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. (Contractor) 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 McAuliffe Elementary School, located at 3300 W. Via Marina Avenue, Oxnard, CA 93035 (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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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

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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

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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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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 **TO BE DETERMINED (\$X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **SEVENTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$17,310.00)**. (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

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been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the 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

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Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice 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

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requirements set forth in the General Conditions.

- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss 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

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discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or

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equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, 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.

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- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

### SECTION 11. NOT USED

### SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Director 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 Director 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.

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### SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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

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easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including

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OXNARD SCHOOL DISTRICT

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Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost

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## OSD AGREEMENT #24-143

of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

### **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to 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.

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The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Inc.  
5811 Olivas Park Drive, Suite 204  
Ventura, CA 93003  
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to:

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

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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 (5<sup>th</sup>) day after mailing or actual receipt by the other party.

### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

### **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

### **SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

### **SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District

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of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

**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

THE DISTRICT

Viola, Inc.

Oxnard School District,  
a California school district

By: Michael T. Viola

By: 

Michael T. Viola  
Title: President/Chief Executive Officer

Melissa Reyes  
Title: Director, Purchasing

Date: October 15, 2024

Date: 10/17/24

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**EXHIBIT A**

**Scope of Work (Plans & Specifications)**

To be Designed

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### EXHIBIT B

#### Oxnard School District

#### 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 Seventeen Thousand Three Hundred Ten Dollars and No Cents (\$17,310.00) 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.

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### 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.

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## OSD AGREEMENT #24-143

### 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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- 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/IO) 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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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, Inc.

By: Michael T. Viola

Michael T. Viola

Title: President/Chief Executive Officer

Date: October 15, 2024

THE DISTRICT

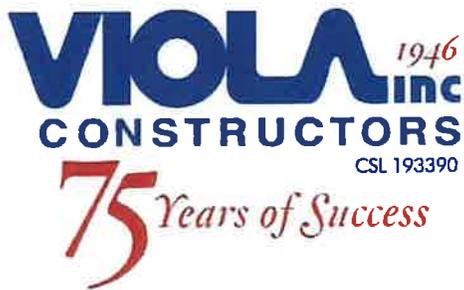
Oxnard School District,  
a California school district

By: [Signature]

Melissa Reyes

Title: Director, Purchasing

Date: 10/17/24



**RFQ/P Response for Lease Lease-Back  
Preconstruction and Construction Services  
for the McAuliffe Elementary School  
Modernization Project**

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August 21, 2024

Gerald Schober  
Vice President, Implementation Services  
Oxnard School District  
C/O Caldwell Flores Winters, Inc.  
521 N. 1<sup>st</sup> Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

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 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 and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

A handwritten signature in blue ink, appearing to read "Michael T. Viola".

Michael T. Viola  
President/Chief Executive Officer



## Qualifications

### Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. 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.

### A. Experience

<u>Driffill Elementary School</u>	Oxnard School District	\$3.4 million
<u>PK/K/TK Modular Buildings</u>	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.

<u>Alila Elementary School</u>	Earlimart School District	\$3.1 million
<u>PK/K/TK Modular Buildings</u>	850 W Washington Ave., Earlimart	in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Preconstruction Budget: \$55,491.88

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.



**Rio Mesa High School** Oxnard Union High School District \$20.5 million  
**New HVAC Modernization** 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.

**Channel Islands High School** Oxnard Union High School District \$10.8 million  
**HVAC Modernization Phases 1&2** 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.

**Camarillo Special Education School** Ventura County Office of Education \$15.7 million  
**(Triton Academy)** 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<sup>st</sup> 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.

**Lamont Elementary School New** Lamont School District \$2.9 million  
**Construction & Modernization Project** 7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$65,208

GMP: \$2,457,342

Contingency: \$0

Allowance: \$81,420

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** Lamont School District \$2.8 million  
 7915 Burgundy Avenue  
 Owner Contact: Eric Brock (661) 201-6504  
 Architect: IBI Group  
 Preconstruction Budget: \$63,486  
 GMP: \$2,387,363  
 Contingency: \$0  
 Allowance: \$309,385.69  
 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.

**Myrtle Avenue Elementary School New Construction & Modernization Project** Lamont School District \$3.1 million  
 7915 Burgundy Avenue  
 Owner Contact: Eric Brock (661) 201-6504  
 Architect: Perkins Eastman  
 Preconstruction Budget: \$74,696  
 GMP: \$2,655,629  
 Contingency: \$64,525  
 Allowance: \$175,568  
 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.

**Norman R Brekke Elementary School Kindergarten Flex Classroom Building** Oxnard School District \$782,815  
 1051 South A Street  
 Owner Contact: Lisa Franz (805) 385-1501 x2410  
 Preconstruction Budget: \$5,288  
 GMP: \$737,009  
 Contingency: \$20,000  
 Allowance: \$82,715  
 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.



**Christa McAuliffe Elementary School**                      Oxnard School District                      \$1.2 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$799,169

Contingency: \$20,000

Allowance: \$56,740

Allowance returned to District: \$7,445

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.

**Emilie Ritchen Elementary School**                      Oxnard School District                      \$1.3 million  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$745,144

Contingency: \$20,000

Allowance: \$56,740

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.

**Ramona Elementary School**                      Oxnard School District                      \$822,488  
**Kindergarten Flex Classroom Building**                      1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Preconstruction Budget: \$5,288

GMP: \$834,200

Contingency: \$20,000

Allowance: \$101,569

Allowance returned to District: \$11,711

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. Project Team

### 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 \$310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

### Patrick Waid, 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:

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



Rick Canchola, Quality 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:

- 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

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 has proven to their stakeholders that there isn't a challenge that can't be overcome.

Relevant Project Experience:

- 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 Lomino, Sr. Project Engineer

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 project engineer with a background as a deputy inspector. With three years of experience in the industry, 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:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

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 ten years ago 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. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:

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



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:

- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Taft College Multi-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

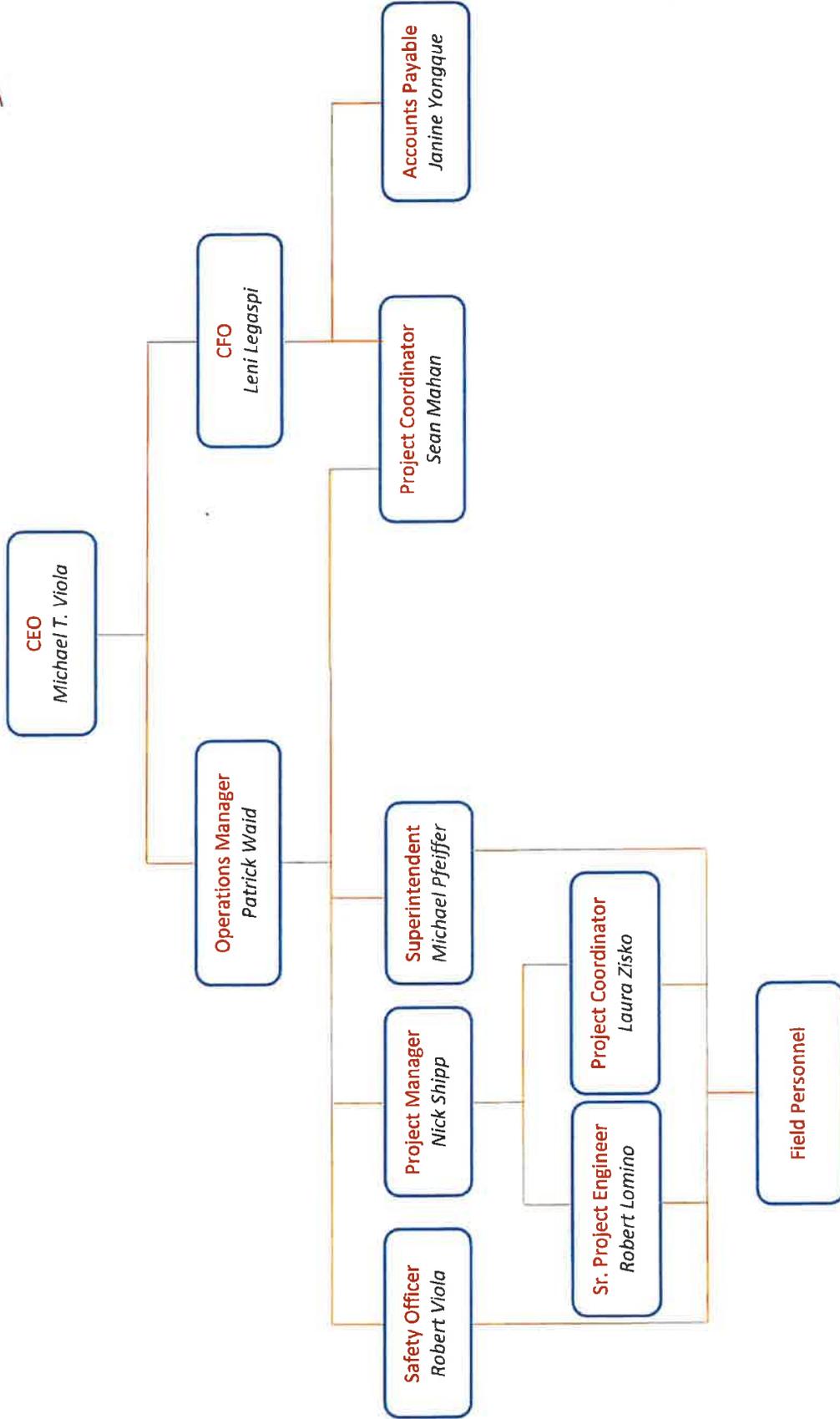
Sean Mahan, Project Coordinator

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:

- 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
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



### **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 six 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.

EMR for 2024: .78

EMR for 2023: .78

EMR for 2022: .76

### **E. Bonding Capacity**

See attached

## McAuliffe Elementary School Modernization Project

### F. Conceptual Plans

#### F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in Conventional School construction, renovation of existing campuses, several portable to permanent classroom structures 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:

1. 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.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

F2, F3, F4 See attached



## F5. 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 =	6.00% of the GMP
General Conditions =	Based on 15 month 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

The District and Design Team have DSA approved plans, Viola can and will identify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures, and alternate light fixture packages.

## H. Subcontractor / Trade Details

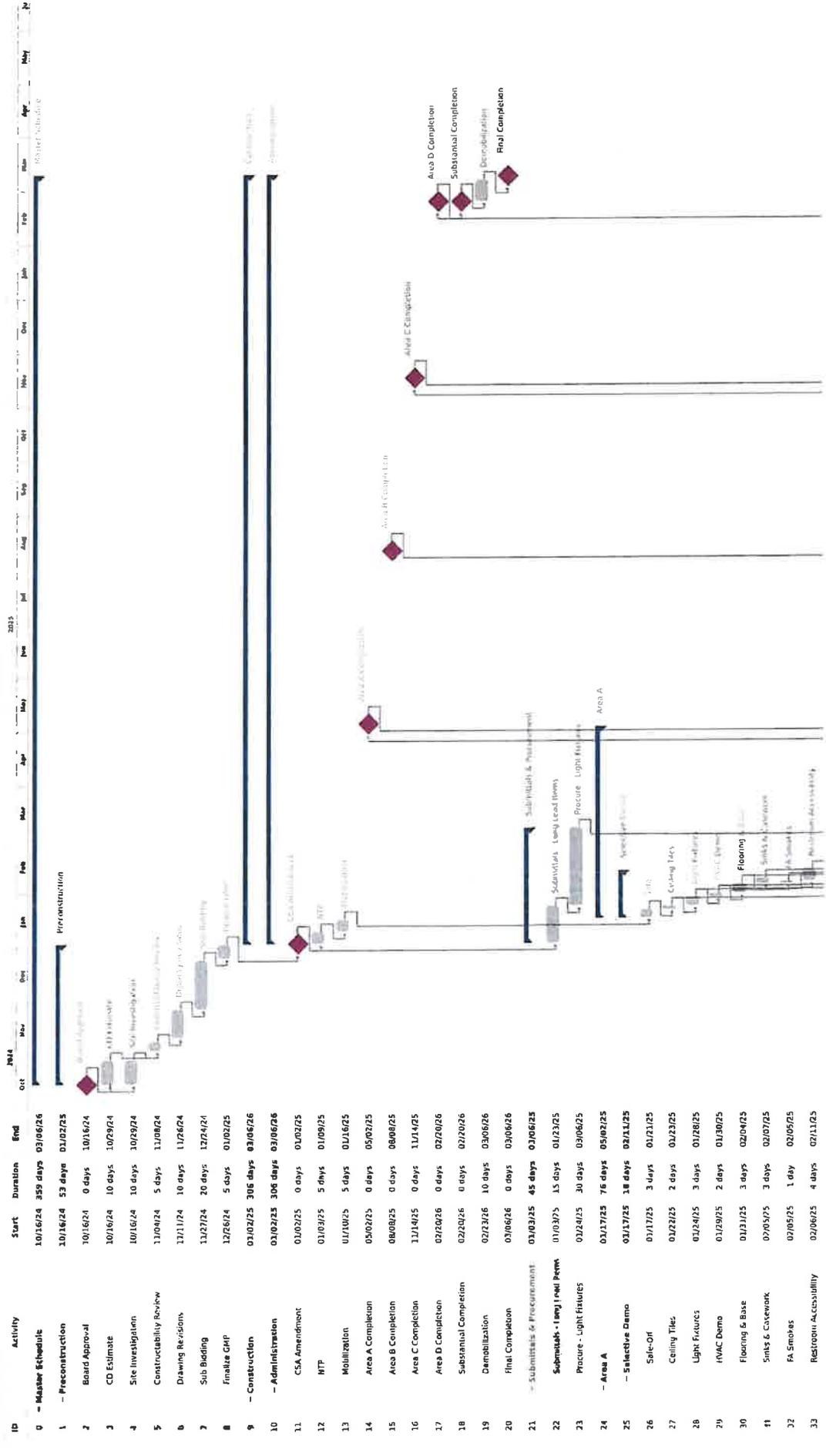
Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.



## **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 kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to insure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

***"Together as a Team we build Successful Projects,  
One by One, Year after Year"***



ID	Activity	Start	End	Duration
0	Master Schedule	10/16/24	03/06/26	95 days
1	Preconstruction	10/16/24	03/02/25	53 days
2	Board Approval	10/16/24	10/16/24	0 days
3	CD Estimate	10/16/24	10/29/24	10 days
4	Site Investigation	10/16/24	10/29/24	10 days
5	Constructability Review	11/04/24	11/08/24	5 days
6	Drawing Revisions	11/11/24	11/26/24	10 days
7	Sub Bidding	11/27/24	12/24/24	20 days
8	Finalize GMP	12/26/24	01/02/25	5 days
9	Construction	01/02/25	03/06/26	306 days
10	Administration	01/02/25	03/06/26	306 days
11	CSA Amendment	01/02/25	01/02/25	0 days
12	MTP	01/03/25	01/09/25	5 days
13	Mobilization	01/10/25	01/16/25	5 days
14	Area A Completion	05/02/25	05/02/25	0 days
15	Area B Completion	08/08/25	08/08/25	0 days
16	Area C Completion	11/14/25	11/14/25	0 days
17	Area D Completion	02/20/26	02/20/26	0 days
18	Substantial Completion	02/20/26	02/20/26	0 days
19	Demobilization	02/20/26	03/06/26	10 days
20	Final Completion	03/06/26	03/06/26	0 days
21	Submittals & Procurement	03/03/25	03/06/25	45 days
22	Submittals - Long Lead Items	01/03/25	01/23/25	15 days
23	Procure - Light fixtures	03/24/25	03/06/25	30 days
24	Area A	03/17/25	05/02/25	76 days
25	Selective Demo	03/17/25	03/14/25	18 days
26	Self-Off	01/17/25	01/21/25	3 days
27	Ceiling Tiles	04/23/25	01/23/25	2 days
28	Light Fixtures	01/24/25	01/28/25	3 days
29	HVAC Demo	01/29/25	01/30/25	2 days
30	Flooring & Base	01/31/25	02/04/25	3 days
31	Sinks & Casework	02/03/25	02/07/25	3 days
32	FA Moves	02/05/25	02/05/25	1 day
33	Restroom Accessibility	02/06/25	02/11/25	4 days

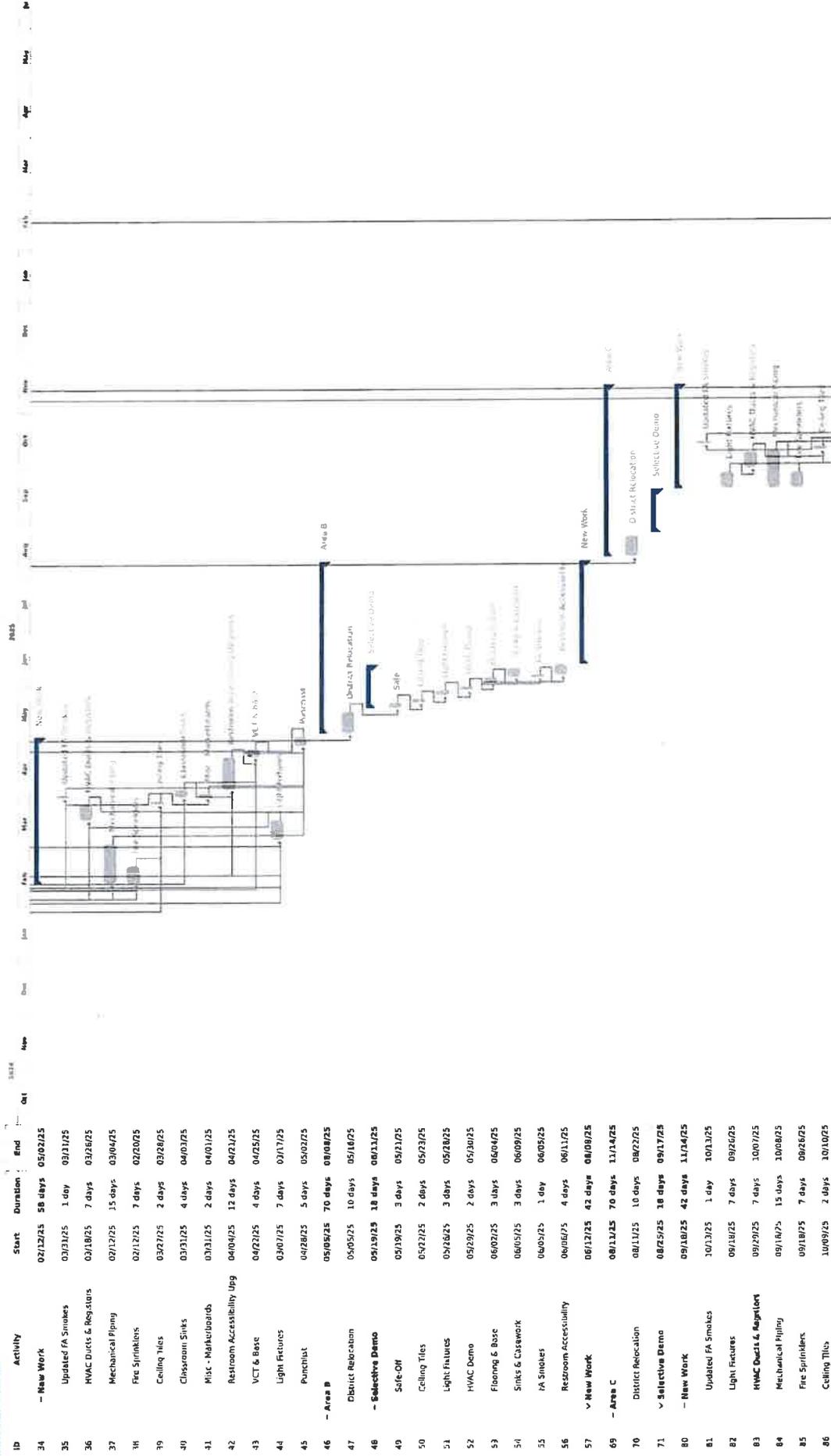
**General**  
 Parent Activity (Blue bar)  
 Child Activity (Light blue bar)  
 Milestone (Red diamond)  
 Delay (+/- days) (Green bar)

**Status**  
 Completed (Green bar)  
 Overdue (Red bar)  
 Ahead (Blue bar)  
 Uninitiated (Grey bar)

**Links**



**McAuliffe ES Modernization  
RFP Schedule**



**General**

- Parent Activity
- Child Activity
- Baseline
- Delay
- Milestone
- Links
- Status
  - Completed
  - Overdue
  - Ahead
  - Uninitiated

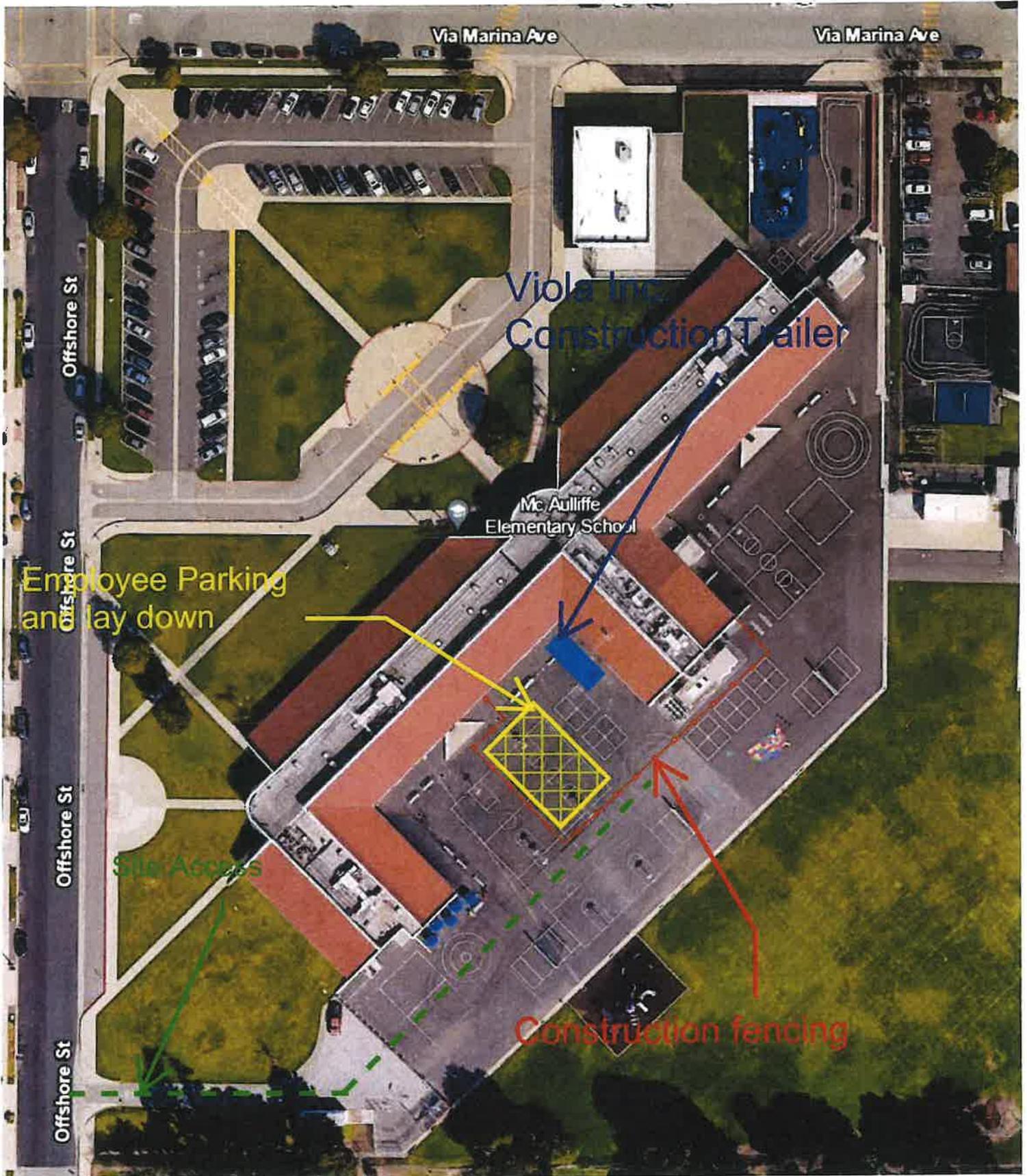
**McAuliffe ES Modernization**  
RFP Schedule

ID	Activity	Start	Duration	End
87	Classroom Sinks	10/13/25	4 days	10/16/25
88	Misc - Marketboards	10/13/25	2 days	10/14/25
89	Restroom Accessibility Upgrades	10/17/25	12 days	11/03/25
90	VCT & Base	11/04/25	4 days	11/07/25
91	Punchlist	11/10/25	5 days	11/14/25
92	- Area D	11/17/25	70 days	02/20/26
93	District Relocation	11/17/25	10 days	11/28/25
94	✓ Selective Demo	12/01/25	18 days	12/24/25
103	- New Work	12/25/25	42 days	02/20/26
104	Updated FA Smokes	01/19/26	1 day	01/19/26
105	Light Fixtures	12/25/25	7 days	01/02/26
106	HVAC Ducts & Registers	01/05/26	7 days	01/13/26
107	Mechanical Piping	12/25/25	15 days	01/14/26
108	Fire Sprinklers	12/25/25	7 days	01/02/26
109	Ceiling Tiles	01/19/26	2 days	01/26/26
110	Classroom Sinks	01/19/26	4 days	01/22/26
111	Misc - Marketboards	01/19/26	2 days	01/20/26
112	Restroom Accessibility Upgrades	01/23/26	12 days	02/09/26
113	VCT & Base	02/10/26	4 days	02/13/26
114	Punchlist	02/16/26	5 days	02/20/26



**General**

- Parent Activity
- Child Activity
- Baseline
- Delay (+ # days)
- Milestone
- Links
- Status
- Completed
- Overdue
- Ahead
- Uninitiated



### MCAuliffe ES Conceptual Budget Estimate 8-21-24

Scope of Work Descrpt	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
Summary						% of Project		
0100	General Conditions			SF		\$	855,000.00	
01720	Field Engineering (Survey)			SF		\$	15,000.00	
02200	Demolition			SF		\$	441,727.00	
02300	Earthwork			SF		\$	-	
02500	Underground Utilities			SF		\$	-	
02600	A/C Paving			SF		\$	-	
02700	Pavement Marking & Bumpers			SF		\$	-	
02820	Fences & Gates			SF		\$	-	
02900	Landscape & Irrigation			SF		\$	-	
03300	Cast In Place Concrete (Bldg)			SF		\$	50,000.00	
03400	Precast Concrete			SF		\$	-	
02775	Site Concrete			SF		\$	-	
04200	Masonry			SF		\$	-	
05100	Structural Steel			SF		\$	-	
05500	Metal Fabrication			SF		\$	8,000.00	
06610	Misc. Carpentry - M&T			SF		\$	125,000.00	
06600	Rough Carpentry (Framing)			SF		\$	-	
06620	Architectural Woodwork			SF		\$	19,000.00	
07300	Building Insulation			SF		\$	3,500.00	
07400	Membrane/Built-up Roofing			SF		\$	-	
07600	Sheet Metal Flashing & Trim			SF		\$	-	
07500	Metal Roofing & Sidings			SF		\$	-	
07920	Joint Sealants			SF		\$	-	
07800	Fireproofing			SF		\$	25,000.00	
08100	Doors, Frames & Hardware			SF		\$	7,000.00	
08400	Storefront, Glass & Glazing			SF		\$	65,000.00	
09100	Lath & Plaster			SF		\$	-	
09200	Drywall			SF		\$	200,000.00	
09300	Ceramic Tile			SF		\$	50,000.00	
09500	Acoustical Ceilings			SF		\$	237,853.00	
09400	Flooring (Carpet & Resilient)			SF		\$	611,622.00	
09700	Painting, Coatings & Wall Coverings			SF		\$	93,442.25	
10200	Signage			SF		\$	20,000.00	
10150	Toilet Partitions & Accessories			SF		\$	75,000.00	
114000	Food Service Equipment			SF		\$	-	
12490	Window Coverings			SF		\$	-	
15300	Fire Sprinkler System			SF		\$	56,510.00	
15400	Plumbing			SF		\$	679,580.00	
15500	HVAC			SF		\$	1,019,370.00	
16000	Electrical			SF		\$	645,601.00	
16400	Comm & Low Voltage			SF		\$	-	
16720	Fire Alarm			SF		\$	509,685.00	
<b>Subtotal Building Construction Costs</b>			<b>0</b>	<b>S</b>	<b>-</b>	<b>\$</b>	<b>5,811,890.25</b>	

<b>CONSTRUCTION COSTS</b>			
Building Construction Costs	\$	5,811,890.25	
<b>Subtotal - Construction Direct Costs</b>			
Performance & Payment Bond	\$	54,631.77	
Liability Insurance	\$	58,118.90	
Course of Construction Insurance	\$	116,237.81	
Overhead and Profit	\$	348,713.42	
Construction Contingency	\$	-	
<b>Construction costs, Bond, Insurance, Overhead and</b>	<b>\$</b>	<b>6,389,592.14</b>	
<b>TOTAL GC CONSTRUCTION COSTS</b>		<b>\$ 6,389,592.14</b>	
Alternates			

**Summary of Trade Activities**

	Description	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
11000	General Conditions			15	mths	\$ 57,000.00	\$ 855,000.00		
							\$ -		
							\$ -		
	<b>TOTAL General Conditions</b>							\$ 855,000.00	
01720	Field Engineering (Survey)			1	ls	\$ 15,000.00	\$ 15,000.00		
	Layout and coordination						\$ -		
							\$ -		
	<b>TOTAL Field Engineering (Survey)</b>							\$ 15,000.00	
02200	Demolition								
1	Selective demolition			12222	sqft	\$ 13.00	\$ 158,886.00		
2	Selective demolition			4056	sqft	\$ 13.00	\$ 52,728.00		
3	Selective demolition			11977	sqft	\$ 13.00	\$ 155,701.00		
4	Selective demolition			5724	sqft	\$ 13.00	\$ 74,412.00		
	<b>TOTAL Demolition</b>							\$ 441,727.00	
02300	Earthwork			0	sqft	\$ -	\$ -		
				0	ls	\$ -	\$ -		
				0	ls	\$ -	\$ -		
	<b>TOTAL Earthwork</b>							\$ -	
02500	Underground Utilities			0	sqft	\$ -	\$ -		
				0	sqft	\$ -	\$ -		
							\$ -		
	<b>Underground Utilities</b>							\$ -	
02600	A/C Paving			0	ls	\$ -	\$ -		
							\$ -		
							\$ -		
	<b>TOTAL A/C Paving</b>							\$ -	
02700	Pavement Marking & Bumpers						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Pavement Marking &amp; Bumpers</b>							\$ -	
02820	Fences & Gates						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Fences &amp; Gates</b>							\$ -	
02900	Landscape & Irrigation						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Landscape &amp; Irrigation</b>							\$ -	
03300	Cast In Place Concrete (Bldg)			2000	sqft	\$ 25.00	\$ 50,000.00		
							\$ -		
							\$ -		
	<b>TOTAL Cast In Place Concrete (Bldg)</b>							\$ 50,000.00	
03400	Precast Concrete						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Precast Concrete</b>							\$ -	
02775	Site Concrete			0	sqft	\$ -	\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Site Concrete</b>							\$ -	
04200	Masonry						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Masonry</b>							\$ -	
05100	Structural Steel						\$ -		
							\$ -		
							\$ -		
	<b>TOTAL Structural Steel</b>							\$ -	
05500	Metal Fabrication			4	ea	\$ 2,000.00	\$ 8,000.00		
	Handrails for Drinking fountains						\$ -		
							\$ -		
	<b>TOTAL Metal Fabrication</b>							\$ 8,000.00	

06610	Misc Carpentry - M&T								
	Miscellaneous blocking and framing	1	ls	\$ 125,000.00	\$ 125,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Misc Carpentry - M&amp;T</b>							\$ 125,000.00	
06600	Rough Carpentry (Framing)								
	Reframe accessible doorways	0	ea	\$ 4,000.00	\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Rough Carpentry</b>							\$ -	
06620	Architectural Woodwork								
	New Casework/Cabinet Shelving	12	ea	\$ 1,500.00	\$ 18,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Architectural Woodwork</b>							\$ 18,000.00	
07300	Building Insulation								
	Insulation allowance new door walls	7	ea	\$ 500.00	\$ 3,500.00				
					\$ -				
					\$ -				
	<b>TOTAL Building Insulation</b>							\$ 3,500.00	
07400	Membrane/Built-up Roofing								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Membrane/Built-up Roofing</b>							\$ -	
07600	Sheet Metal Flashing & Trim								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Sheet Metal Flashing &amp; Trim</b>							\$ -	
07500	Metal Roofing & Sidings								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Metal Roofing &amp; Sidings</b>							\$ -	
07920	Joint Sealants								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Joint Sealants</b>							\$ -	
07800	Fireproofing								
	Firestop penetrations	1	ls	\$ 25,000.00	\$ 25,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Fireproofing</b>							\$ 25,000.00	
08100	Doors, Frames & Hardware								
	Accessible door frames and hardware	2	ea	\$ 3,500.00	\$ 7,000.00				
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Doors, Frames &amp; Hardware</b>							\$ 7,000.00	
08400	Storefront, Glass & Glazing								
	171 A, 171B	1	ls	\$ 65,000.00	\$ 65,000.00				
					\$ -				
					\$ -				
	<b>TOTAL Sotrefront, Glass &amp; Glazing</b>							\$ 65,000.00	
09100	Lath & Plaster								
					\$ -				
					\$ -				
					\$ -				
	<b>TOTAL Lath &amp; Plaster</b>							\$ -	
09200	Drywall								
	Gypsum drywall repairs	1	ls	\$ 200,000.00	\$ 200,000.00				
	Replace vinyl covered drywall	0	sqft	\$ 25.00	\$ -				
					\$ -				
	<b>TOTAL Drywall</b>							\$ 200,000.00	
09300	Ceramic Tile								
	ADA restroom upgrades 123, 125	1	ls	\$ 30,000.00	\$ 30,000.00				
	ADA restroom upgrades 198, 110C	1	ls	\$ 20,000.00	\$ 20,000.00				
	<b>TOTAL Ceramic Tile</b>							\$ 50,000.00	
09500	Acoustical Ceilings								
1	Ceiling tiles	12222	sqft	\$ 7.00	\$ 85,554.00				
2	Ceiling tiles	4056	sqft	\$ 7.00	\$ 28,392.00				
3	Ceiling tiles	11977	sqft	\$ 7.00	\$ 83,839.00				
4	Ceiling tiles	5724	sqft	\$ 7.00	\$ 40,068.00				
	<b>TOTAL Acoustical Ceilings</b>							\$ 237,853.00	
09900	Painting Coatings and wall coverings								
1	Paint touchup	12222	sqft	\$ 2.75	\$ 33,610.50				
2	Paint touchup	4056	sqft	\$ 2.75	\$ 11,154.00				

3	Paint touchup		11977	sqft	\$ 2.75	\$ 32,936.75	
4	Paint touchup		5724	sqft	\$ 2.75	\$ 15,741.00	
							\$ 93,442.25
09400	<b>Flooring (Carpet &amp; Resilient)</b>						
1	Flooring		12222	sqft	\$ 18.00	\$ 219,996.00	
2	Flooring		4056	sqft	\$ 18.00	\$ 73,008.00	
3	Flooring		11977	sqft	\$ 18.00	\$ 215,586.00	
4	Flooring		5724	sqft	\$ 18.00	\$ 103,032.00	
	<b>TOTAL Flooring and Carpet</b>						\$ 611,622.00
10200	Signage						
	New ADA Signage		1	ls	\$ 20,000.00	\$ 20,000.00	
	<b>TOTAL Signage</b>						\$ 20,000.00
10150	Toilet Partitions & Accessories						
	ADA restroom upgrades 107, 109		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 165, 163		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 193, 195		1	ls	\$ 25,000.00	\$ 25,000.00	
	<b>TOTAL Toilet Partitions &amp; Accessories</b>						\$ 75,000.00
	Food Service Equipment						
						\$ -	
						\$ -	
						\$ -	
	<b>TOTAL Food Service Equipment</b>						\$ -
12490	Window Coverings						
						\$ -	
						\$ -	
						\$ -	
	<b>TOTAL Window Coverings</b>						\$ -
15300	Fire Sprinkler						
1	Fire Sprinkler		12222	sqft	\$ 2.00	\$ 24,444.00	
2	Fire Sprinkler		4056	sqft	\$ 2.00	\$ 8,112.00	
3	Fire Sprinkler		11977	sqft	\$ 2.00	\$ 23,954.00	
4	Fire Sprinkler		5724	sqft	\$ 2.00	\$ 11,448.00	
	<b>TOTAL Fire Sprinkler System</b>						\$ 56,510.00
15400	Plumbing						
1	Plumbing		12222	sqft	\$ 20.00	\$ 244,440.00	
2	Plumbing		4056	sqft	\$ 20.00	\$ 81,120.00	
3	Plumbing		11977	sqft	\$ 20.00	\$ 239,540.00	
4	Plumbing		5724	sqft	\$ 20.00	\$ 114,480.00	
	<b>TOTAL Plumbing</b>						\$ 679,580.00
15500	HVAC						
1	HVAC work		12222	sqft	\$ 30.00	\$ 366,660.00	
2	HVAC work		4056	sqft	\$ 30.00	\$ 121,680.00	
3	HVAC work		11977	sqft	\$ 30.00	\$ 359,310.00	
4	HVAC work		5724	sqft	\$ 30.00	\$ 171,720.00	
	<b>TOTAL HVAC</b>						\$ 1,019,370.00
16000	Electrical						
1	Electrical		12222	sqft	\$ 19.00	\$ 232,218.00	
2	Electrical		4056	sqft	\$ 19.00	\$ 77,064.00	
3	Electrical		11977	sqft	\$ 19.00	\$ 227,563.00	
4	Electrical		5724	sqft	\$ 19.00	\$ 108,756.00	
	<b>TOTAL Electrical</b>						\$ 645,601.00
16400	Comm & Low Voltage						
1	Communications low voltage		12222	sqft	\$ 15.00	\$ 183,330.00	
2	Communications low voltage		4056	sqft	\$ 15.00	\$ 60,840.00	
3	Communications low voltage		11977	sqft	\$ 15.00	\$ 179,655.00	
4	Communications low voltage		5724	sqft	\$ 15.00	\$ 85,860.00	
	<b>TOTAL Fire Alarm</b>						\$ 509,685.00
	<b>Total Building Construction Costs</b>						\$ 5,811,890.25



## McAuliffe Elementary School Preconstruction Budget

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	
<b>Design Review</b>				
Existing Site Conditions Review	0	\$ 160.00	\$ -	
	8	\$ 150.00	\$ 1,200.00	
	16	\$ 75.00	\$ 1,200.00	\$ 2,400.00
Schematic Estimate	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Design Development Estimate	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Construction Document Estimate	10	\$ 160.00	\$ 1,600.00	
	10	\$ 150.00	\$ 1,500.00	
	0	\$ 65.00	\$ -	\$ 3,100.00
Constructibility Review	20	\$ 160.00	\$ 3,200.00	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ 3,200.00
Value Engineering	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	0	\$ 75.00	\$ -	\$ 1,260.00
BIM & Conflict Avoidance	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	
Construction Scheduling	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ -
Development of GMP	24	\$ 160.00	\$ 3,840.00	
	8	\$ 150.00	\$ 1,200.00	
	8	\$ 75.00	\$ 600.00	\$ 5,640.00
Meeting Attendance	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	6	\$ 75.00	\$ 450.00	\$ 1,710.00
<b>Total</b>	<b>126</b>		<b>\$ 17,310.00</b>	



*Travelers Bond  
& Specialty Insurance*  
(909) 612-3270  
*jehlers@travelers.com*

21688 Gateway Center Dr.  
Diamond Bar, CA, 91765

10/02/2023

Re: Viola, Inc. - Bond pre-qualification

To Whom It May Concern:

Travelers Casualty and Surety Company of America (“Travelers”)<sup>1</sup> is privileged to have worked with Viola, Inc. for over 20 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$60,000,000 single / \$100,000,000 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.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

**Jodie L. Doner**  
Attorney in Fact  
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

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<sup>1</sup> Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of: California  
County of Ventura

On 10/2/2023 before me, Jessica Blanchard, Notary Public,  
personally appeared Jodie Doner

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p><b>TITLES(S)</b></p> <p><input type="checkbox"/> PARTNERS    <input type="checkbox"/> LIMITED</p> <p>                  <input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b> NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <hr/> <p><b>TITLE OR TYPE OF DOCUMENT</b></p> <hr/> <p><b>NUMBER OF PAGES</b></p> <hr/> <p><b>DATE OF DOCUMENT</b></p> <hr/> <p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <hr/>
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**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

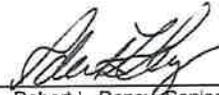
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and 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 **2nd** day of **October**, 2023



  
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.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER AssuredPartners of California Ins Services, LLC 196 S. Fir Street P.O. Box 1388 Ventura CA 93002-1388	CONTACT NAME: Ariana Olvera	PHONE (A/C, No, Ext): (805) 585-6120	FAX (A/C, No): (805) 585-6120
	E-MAIL ADDRESS: ariana.olvera@assuredpartners.com		
INSURED  Viola, Inc. P. O. Box 5624 Oxnard CA 93031-5624	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Westchester Fire Ins Co	21121
	INSURER B:	Vantapro Specialty Insurance Company	44768
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:** 24/25 GL/AU/XS/SAM/                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> OWNERS & CONTRACTORS						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> PROTECTIVE						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY	Y	Y	5087-1353-00	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			G74268390 002	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL MOLESTATION & ABUSE/ PROFESSIONAL LIABILITY			G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE 1,000,000
							AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Preconstruction and Construction Services for McAuliffe Elementary School Modernization Project. GL/AU: Certificate Holders, its Officers, Agents, Directors, Employees, and/or Volunteers are Additional Insured as respects to referenced project per forms (GL) CG20101185 and (AU) SA00039000118. This Insurance is Primary & Non-Contributory to any other Insurance per forms (GL) GLE00070196 and (AU) SA00039000118. A Waiver of Subrogation is added in favor of the Additional Insured per forms (GL) CG24040509 and (AU) CA04441013. Endorsements apply only as required by current written contract on file. \*\*GL: EXCLUDES ALL WRAP/OCIP PROJECTS

<b>CERTIFICATE HOLDER</b>  Oxnard School District Attn: Purchasing District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Viola Inc

**Endorsement Effective Date:** 4/1/2024

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description and Location of Operation(s):**

Any prior or ongoing operation(s) where you participated in a consolidated (wrap-up) insurance program.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1)** Provides coverage identical to that provided by this Coverage Part;
- (2)** Has limits adequate to cover all claims; or
- (3)** Remains in effect.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc.; M & T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782 019	Policy Period 04/01/2024 TO 04/01/2025	Effective Date of Endorsement 04/01/2024
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY**

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **1. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

##### **A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph A. Coverage, paragraph 1. Who Is An Insured, is amended by adding the following:**

- (1) Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an "insured".

However, such person or organization is and "insured":

- a. Only with respect to the operation, maintenance or use of a covered "auto" covered under this policy;
- b. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and
- c. Only for the duration of the contract or agreement.

- (2) How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as an additional insured; or
- b. The Limits of Insurance shown in the Declarations.

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

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

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

- (4) Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. Loss Conditions, paragraph 2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

#### **2. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

##### **A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 4. Coverage Extensions, is amended by adding the following:**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto"

you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit, deductible and conditions:

- (1) The most we will pay for "loss" to any hired "auto" is:
  - a. \$50,000; or
  - b. The actual cash value of the damaged or stolen property at the time of the "loss"; or
  - c. The cost of repairing or replacing the damaged or stolen property with other property of like kind,whichever is smallest, minus a deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for Physical Damage Coverage.
- (3) Hired Auto Physical Damage coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions, we will provide that Physical Damage Coverage applicable to any covered "auto" you own.
- (5) Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs and actual financial loss.
- (6) This coverage extension does not apply to:
  - a. Any "auto" that is hired, rented or borrowed with a driver;
  - b. Any "auto" you hire or borrow from any of your "employees" or members of their household;
  - c. Any "auto" you hire or borrow from any of your partners or members of their household (if you are a partnership); or
  - d. Any "auto" you hire or borrow from any of your members or members of their household (if you are a limited liability company).

### 3. TOWING AND LABOR

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 2. Towing,** is deleted in its entirety and replaced with the following:

We will pay towing and labor costs you have incurred, up to the limits shown below, for each classification of covered "auto" shown below, each time a covered "auto" classified below is disabled:

- (1) For private passenger type vehicles, we will pay up to \$50.00 per disablement.
- (2) For "light trucks", we will pay up to \$75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

### 4. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, paragraph 3** is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.

Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

## 5. LOAN/LEASE GAP COVERAGE

### A. SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

In the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

As used in this provision "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

- a. Overdue payments and financial penalties associated with those payments at the time of "loss";
- b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
- c. Security deposits not refunded by the lessor;
- d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;
- e. Carryover, transfer or rollover balances from previous loans or leases;
- f. Any amount representing taxes;
- g. Loan or lease termination fees;
- h. The dollar amount of any unrepaired damage that that occurred prior to the "total loss" of a covered "auto";
- i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and
- j. Final payment under a "balloon loan".

As used in this provision a "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final *payment*.

### B. For the purposes of this Loan/Lease Gap Coverage provision, SECTION V – DEFINITIONS is amended by adding the following Definitions:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

## 6. EXTENDED CANCELLATION CONDITION

### A. COMMON POLICY CONDITIONS, paragraph A. – Cancellation condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days' prior notice of cancellation.

## 7. VEHICLE WRAP COVERAGE

### A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, 4. Coverage Extensions, is amended by adding the following:

In the event of a "total loss" to a covered "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to \$1,000.00 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of "total loss". Regardless of the number of autos deemed a "total loss", the most we will pay under this coverage extension for any one "loss" is \$5,000.00. For the purposes of this coverage extension, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- B. For the purposes of this Vehicle Wrap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of “loss”.

**8. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

- A. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, subparagraphs **5.a.** and **5.b.** are deleted and replaced with the following:

Exclusions **4.c** and **4.d** do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by the use of power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”; or

- B. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, Paragraph **5** is amended by adding the following:

If the “loss” occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100.00 deductible.

All other terms and conditions of the policy remain unchanged.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #25-132 – Leadership Associates, LLC (Carroll)**

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Leadership Associates, LLC. will provide up to the equivalent of three (3) days of executive advising services to the Assistant Superintendent of Human Resources, and an additional three (3) days of executive advising services to the Assistant Superintendent of Educational Services, during the 2025–2026 academic school year.

Term of Agreement: September 18, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$13,500.00 – General Funds

#### **RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-132 with Leadership Associates, LLC.

#### **ADDITIONAL MATERIALS:**

- Attached:** [Agreement #25-132, Leadership Associates, LLC \(4 Pages\)](#)
- [Proposal \(Carroll\) \(1 Page\)](#)
- [Proposal \(Fox\) \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

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

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

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

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**LEADERSHIP ASSOCIATES, LLC**  
449 W Foothill Blvd #427  
Glendora CA 91741  
760-771-4277

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**PROPOSAL FOR CONSULTANT SERVICES**

The Contractor agrees to perform services for the District during the 2025-26 academic year as follows:

- **The Contractor will provide up to the equivalent of 3 days Executive Advising services to the Assistant Superintendent, Human Resources.**

The District agrees to pay the Contractor an amount not to exceed **SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$6,750)** (daily rate is \$2,250). The Contractor will submit to the District bi-annual invoices. Payment is due within 30 days of receipt of invoice.

**Mail remittance to: Leadership Associates  
449 W Foothill Blvd #427  
Glendora CA 91741**

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)



**LEADERSHIP ASSOCIATES, LLC**  
449 W Foothill Blvd #427  
Glendora CA 91741  
760-771-4277

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Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #25-133 – ARC Document Solutions, LLC. (Pifko/Bennett)**

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The Oxnard School District is undertaking a digitization project to modernize its archive of building floor plans and as-built drawings, which are currently stored as paper documents in a dedicated archive room. The existing system poses challenges related to accessibility, physical degradation, and time-consuming manual retrieval.

To address these issues, the District has selected ARC Document Solutions to provide high-quality scanning, indexing, and reorganization services. The project, costing \$115,423.80 under GSA and CMAS contracts, will preserve original documents, improve internal efficiency, and support seamless digital sharing with vendors.

Digitization of district drawings supports the Board and Superintendent Goal 5, Districtwide Facilities Maintenance and Improvement. Digital drawings will assist the district in conducting site facility assessments. Other key benefits include a projected annual time savings of 600–800 hours for staff involved in maintenance, management, and administration, along with enhanced project coordination and reduced delays. This initiative supports the District’s broader goals of operational efficiency, compliance, and leveraging technology to better maintain educational facilities.

Term of Agreement: September 18, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

\$115,423.80 – Routine Restricted Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #25-133 with ARC Document Solutions, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-133, ARC Document Solutions, LLC \(4 Pages\)](#)  
[Proposal \(21 Pages\)](#)



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



**ARC DOCUMENT SOLUTIONS ESTIMATE FOR:**

## **Oxnard School District**

**Prepared for: Mark Bennett  
1055 S. C Street, Oxnard, CA 93030**

**July 16, 2025**

Archiving Information  
Management Services

**Confidential**

## COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the Oxnard School District. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

ARC is the leading document solutions company in the United States, providing business-to-business document management services to the industry. The company provides our core services through a proprietary suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs at client locations throughout the country.

We offer the following capabilities and expertise to Oxnard School District including:

- Vast experience with corporate and government records
- Precedent of scanning, data processing, indexing and metadata creation
- Cloud hosting services and data management
- Established local presence in the area
- State of the art equipment and production facilities
- Significant experience in document handling and conversion projects
- Tenured and experienced management and production staff
- Proven quality programs that ensure accuracy
- Advanced service offerings that can be leveraged by Oxnard School District for future initiatives

ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand Oxnard School District is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with Oxnard School District representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by Oxnard School District

Looking forward to your feedback,

Sincerely,

*Jose Vazquez*

*ARC Document Solutions, LLC*

## SCOPE OF WORK

### What ARC will provide:

#### Document Conversion, Quality Assurance and renaming to PDF.

#### **SECURE: ARC will go on-site to securely load all client prepared boxes.**

Then apply box barcode chain of custody labels, retrieve files from Oxnard School District and transport them to its archive facility location in Anaheim, CA for processing and scanning. Upon retrieval from Oxnard School District, the documents will remain in ARC's custody. Documents are transported by ARC to ARC's location and only handled by ARC employees. Images remain on ARC's secure servers, until the final deliverable is returned to Oxnard School District. No third parties are involved with the scanning process, transportation or storage.

**PREP:** ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.).

**SCAN:** ARC will scan all documents.

### Detailed Processing steps:

- ARC will come on-site to securely box all drawings for transportation. ARC will capture available information.
- All Large Format Plan Set images will be scanned at 300 DPI. Each set will be scanned as a Multipage PDF by roll/plan set.
- **Naming Scheme (Indexing):**
  - Option 1 Line item:  
Multipage PDF Per roll  
Up to 5 Fields.
    - School Name
    - Project Description
    - Plan Type
    - Trade
    - Most Current Year
- No reassembly required(no re-staple, no rebinding, no re-clipping).
- ARC will return all documents in transportation boxes upon project completion and customer approval. (TBD, Cost not included herein)
- Customers will be building a new plan room with new furniture and ARC may sort plans into this new furniture.(OPTIONAL)per hour cost.
- ARC will return all images via secure link.
- ARC does **NOT** offer permanent storage Service. If originals remain at ARC over 30 days after scan deliverables have been received by customer a Temporary (up-to 60 Day) Storage fee will apply per pallet (\$250.00).
- ARC project manager will notify customer in advance if estimate exceeds original assumptions. Deviation from original assumptions must be mutually agreed upon by both parties and may impact schedule and price and will be subject to a **Change Order**. Estimate does NOT include Project management (one-time) charge, if applicable.

## Rates & Services Pricing

Service	Description	QTY	Unit	Per Unit	Extended
Plan Sheet Imaging – B&W	Convert Large Format Sheets to PDF (12x18 up to 36x48) B&W - 300 DPI & Medium Preparation .	40,400	Image	\$2.00	\$80,800.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 5 Attributes & Document Exploration .	1,112	File	\$0.90	\$1,000.80
Onsite Retrieval Prep	On-site Inventory (up to 3 fields). Document Packaging to make ready for Transport by ARC Team	12	Hour	\$120.00	\$1,440.00
Logistics	Document Transportation - Pickup & Delivery* .	1	Per Trip	\$450.000	\$450.00
Data Deliverable	Data Deliverable via Secure Link .	4	Each	\$75.00	\$300.00
SKYSITE Archives	Professional package   200 Gigabytes Storage, 20 Users, Advanced Search, OCR .	1	Annual	\$4,995.00	\$4,995.00
Retrieval	Adhoc retrieval requests. Document-Pull Services, with 24hr status update.		Each	\$45.00	
<b>Service Total</b>					<b>\$88,985.80</b>

\* Estimate does NOT include Taxes or project setup fee, if applicable

\* Minimum per trip charge (up-to 80 boxes) \$150 per trip or greater dependent on location.

### Additional Scope Details:

#### **Chain Of Custody Level – Box**

ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and ‘best’ condition assumptions excluding ‘Additional Scope Questions’. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from Oxnard School District prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. Oxnard School District will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

### ARC Document Solutions Team

Bobby Rush  
Senior Sales Consultant  
(818) 257-1804 bobby.rush@e-arc.com

Karen Siguenza  
AIM Project Manager  
(818)683-4817 | karen.siguenza@e-arc.com

### **CLIENT APPROVAL**

#### Oxnard School District

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



ARC DOCUMENT SOLUTIONS ESTIMATE FOR:

**Oxnard School District**  
**Document Return & Re-bind**

Prepared for: Mark Bennett  
1055 S. C Street, Oxnard, CA 93030

**July 18, 2025**

Archiving Information  
Management Services

**PRELIMINARY**

**Confidential**

## COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the Oxnard School District. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

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ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand Oxnard School District is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with Oxnard School District representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by Oxnard School District

Looking forward to your feedback,

Sincerely,

*Jose Vazquez*

*ARC Document Solutions, LLC*

## SCOPE OF WORK

### What ARC will provide:

Upon project completion and customer approval, ARC will return all documents.

### The scope of work includes:

ARC will ensure that all documents are handled with care and delivered back to Oxnard School District in an organized and efficient manner. Upon arrival to Oxnard School District, the documents will be sorted to NEW location. The District will provide a point of contact to be on-site to assist ARC staff with returning document to Oxnard School District designated area. No third parties are involved with the transportation process or return labor.

**ARC requires a pre-flight web-meeting 48 hours prior to returning of documents.**

### Detailed Processing steps:

- Light-Reassembly (re-staple, rebinding, re-clipping) required.
- ARC will create Inventory, Floor plan, barcoding labels for each drawer.
- Onsite return into customers' existing or NEW cabinets.
- 

### Rates & Services Pricing

Service	Description	QTY	Unit	Per Unit	Extended
Document Return Labor	Returning of physical documents after scanning to original or new location .	24	Hour	\$180.00	\$4,320.00
Logistics	Document Transportation - Pickup & Delivery* .	1	Per Trip	\$450.000	\$450.00
Document Finishing	Binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.). .	1,112	Each	\$1.50	\$1,668.00
				<b>Service Total</b>	<b>\$6,438.00</b>

\* Estimate does NOT include Taxes or project setup fee, if applicable

Additional Scope Details:

**Chain Of Custody Level – Box**

ARC will be responsible for executing the SOW requirements as defined herein, maintaining the level of accuracy, and providing the document return as defined in this scope. In the event that any unforeseen issues arise, which might jeopardize the outcome of the project (quality, accuracy, timeline and/or costs); ARC will notify the Customer who will work together to resolve such issues in a mutually beneficial manner. All work produced will be covered for a 30-day warranty period from the deliverable date. Once delivered, Customer will have 30 days to review any or all documents returned and verify accuracy of the service provided.

**ARC Document Solutions Team**

Bobby Rush  
Senior Sales Consultant  
(818) 257-1804 bobby.rush@e-arc.com

Karen Siguenza  
AIM Project Manager  
(818)683-4817 | karen.siguenza@e-arc.com

**CLIENT APPROVAL**

**Oxnard School District**

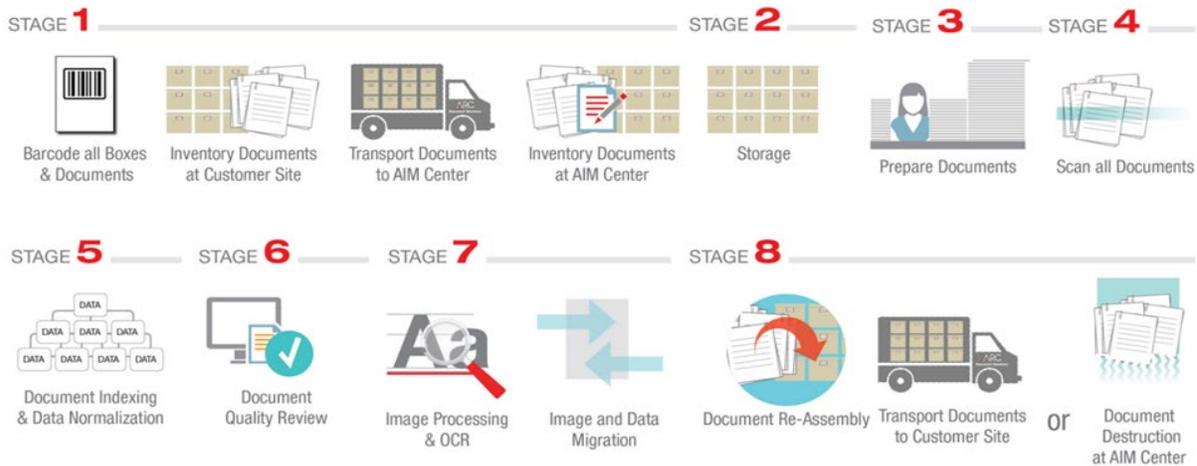
Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# General Project Solution & Approach

## Document Conversion Workflow



### STAGE 1

#### Inventory Tracking and Control:

We recognize the critical importance of maintaining a strong inventory control and tracking system and thereby retain clear control and maintain a strong chain of custody when working with our customer’s critical documents.

Maintaining tight inventory control and tracking of our customer’s documents, begins with proper labeling and inventory tracking of each box as well as its contents; from the point we collect the records from customer’s archive location through the point we return the document boxes back to the customer. We deploy multiple types of barcodes in this project to:

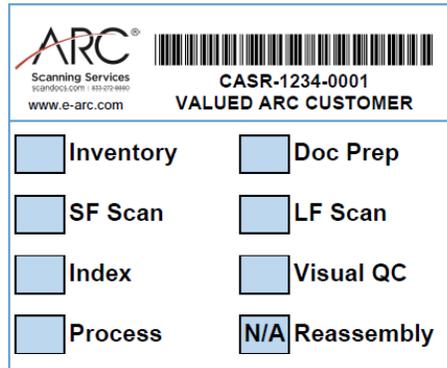
1. Track the original location, where the records are picked up from
2. Track the box/container from which the documents were stored and transported from the specific customer location – Applicable for off-site digitization services
3. Track each file folder, binder, or book within each box/container – Assigned at ARC Service Center during the capture process and applicable for off-site digitization services

Details of the Barcode Formats and other factors can be discussed during the Project Kick-off meeting. All barcode information will be captured into “Master Inventory List”. If the customer already has this Master Inventory list – ARC will use that information and validate it upon receipt

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of every batch of records. Once the chain of custody validation is complete, we accept the records/boxes into our production facility and confirm the receipt to the customer by updating the Master Inventory list. Should any issues/exceptions be identified at this level, we will communicate & coordinate with the customer project manager or nominated contact person. The following are examples of different types of barcodes we use in our standard process to track the location of boxes and files throughout the production process:

*Example BoxBarcode*



A	B	C	D	E	F	G
CUSTOMER	BOX BARCODE	DATE RECEIVED AT ARC	DATE BOXES SHREDDED	DATE RETURNED TO CUSTOMER	NOTES	
Virginia Department of Health	VDH-RICH-0001	10/1/2022				
Virginia Department of Health	VDH-RICH-0002	10/1/2022				
Virginia Department of Health	VDH-RICH-0002	10/1/2022				
Virginia Department of Health	VDH-RICH-0003	10/1/2022				
Virginia Department of Health	VDH-RICH-0003	10/1/2022				
Virginia Department of Health	VDH-RICH-0004	10/1/2022				
Virginia Department of Health	VDH-RICH-0004	10/1/2022				
Virginia Department of Health	VDH-RICH-0005	10/1/2022				
Virginia Department of Health	VDH-RICH-0005	10/1/2022				
Virginia Department of Health	VDH-RICH-0006	10/1/2022				

*Example Master Inventory Control / Chain of Custody Sheet*

**Document Transport:**

All boxes, drawing bags containing PII, PHI and/or sensitive information will be sealed with ARC provided tamper evident tape to ensure secure delivery. This method will ensure safe, secure, and untampered point-to-point delivery of records.



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*Example Tamper Evident Tape*

ARC will verify these seals when the records are received at its facilities. Additional palletizing and securing pallets will be followed as needed.

**STAGE 2**

**Secure Document Storage:**

Immediately upon arrival at the ARC Service Center, all document containers are inspected to verify that containers have not been tampered with while in transit, and complete inventory is validated. All content will then be secured in locked storage, out of view from, and inaccessible from any unauthorized personnel.

The document containers will remain in the secured locked storage area, except when being handled by authorized ARC production personnel.

Boxes are never left out of the secured storage area overnight or at anytime when not being worked on.

**STAGE 3**

**Document Preparation:**

ARC Document Solutions maintains a Best Practice procedure for document preparation steps required to prepare a document for sheet feed scanning. This procedure can be modified to incorporate the special requests or processing needs specific to this project content. Following are the standard document preparation procedure our team would follow.



**For Typical Small Format Boxed Records:**

*Instructions:*

- a. PM will issue each box to the Prep Clerk for this Document Preparation phase.
- b. It is mandatory that Prep Clerks are to work on one box at a time.
- c. Prep Clerks are never to share the prep work within the same box with any other Prep Clerk
- d. If the Prep Clerk is to leave box incomplete for break, they must complete prepping the current document before leaving for break.

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- e. Prep Clerk is to work from front of box to back of box and always remain in that sequence.
- f. Prep Clerk is to always keep Progress Marker placed where current Document was positioned in box.

*Process:*

1. Remove the first record from box.
2. Open the file folder/book/binder.
3. Remove all binding materials from each document, working from first page to last.
4. Place each individual page face down, one on top of each other, ensuring that each page is fully separated from the next, and remains in sequential order.
5. Unfold any folded page(s)
6. Follow Document Preparation Instructions as displayed in document prep area.
7. Insert the fully prepared document to its folder and return the folder to its box in its position from which it came just in front of progress marker.
8. Remove the next record and repeat steps 2 through 7 until the box is complete.
9. Forward box to small format scan station

*Supplemental Instructions:*

- a. When encountering attachment to source documents, remove the attachment and place it behind the source page to be scanned.
- b. When encountering post-it notes:
  - i. If the note is blank, remove and discard.
  - ii. If the note has markings, and if the note is covering imagery on the source page, remove the note and reposition on the back of the page near the left edge of the page.
  - iii. If the note's markings point to an area on the source page (and therefore repositioning the post-it note would destroy the meaning of the note itself), then make a copy of the page with the note in position and insert the copy before the original page. Then reposition the note to uncover the area hidden by the note and place the source page face down in sequential position and continue to the next page.

**STAGE 4**

**Document Scanning:**

ARC Document Solutions prides itself on producing the very best quality images possible when converting a document collection into a digital archive file. This ability stems from our over 30 years of experience in the document imaging arena using state of art technologies and processes.

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For all project content, ARC will be scanning all document pages, unless otherwise directed at a pre-determined pixel density to ensure an accurate and quality image representation of the original document. Unless otherwise directed, we will use an “Auto-Color” mode when scanning, where the threshold to save color will be set at a moderate color amount. Color source original pages will be captured in color (24-bit per pixel) and compressed using an industry standard algorithm, set for a high-quality image. When source original pages do not contain color imagery, the source page will be scanned as black & white (1-bit) image. ARC’s professional production-grade scanners will capture B&W image using an “adaptive threshold” (*sliding scale of black pixels and blank white space*), whereby the pixel placement is analyzed with the surrounding pixels around it to help determine the actual image requirement. This results in a cleaner, better detailed scan than a standard Black & White image, yet it remains at a pixel depth of 1-bit per pixel, allowing lossless compression to be applied.

#### Small Format Document Scanning:

ARC deploys Production-Grade Scanners, manufactured by leading document scanner companies, such as Kodak Alaris, Canon and Fujitsu. These scanners are duplex scanners, meaning that they will capture both the front side and back side images simultaneously as they feed through the scanner one-time. In addition, these scanners are designed to transport fragile documents through a smooth stainless-steel transport path, thereby minimizing any risk of adding wear and tear to the source hard copy.

Also, these scanners utilize a switchable “Black Back” or “White Back” scan surface, to allow the best possible image quality, while minimizing any image reflection or bleed through from the opposite side of the source document. This also allows each document image to be programmatically de-skewed to the page edge (as opposed to the page content), which yields an exact facsimile of the source document. And this allows each page image to be automatically cropped to the page edge so that the resulting image matches the physical size of the hard copy page.

Finally, and perhaps most importantly; these scanners deploy three ultra-sonic multi-feed sensors across the width of the entry edge of the scanner. These sensors transmit a continual stream of ultrasonic sound waves through the paper as it is feeding into the scanner. This allows instant detection, and suspension of the scanning process, anytime more than one-page might be feed into the scanner (aka “multi-feed”) at one time. The benefit of this detection system is to insure with 100% accuracy, that we achieve a “page for page” (image to hard copy) result of the scanned batch. In the event a multi-feed occurs, the batch being scanned is immediately suspended, allowing the operator to retrieve the multi-fed pages, manually separate the hard copy pages, and re-insert them into the feed tray, to ensure that all pages are scanned and kept in exact sequential order throughout the batch.

The scanner software will record into a log file the quantity of images, time of scanning, scanner operator, and scanner and scan station used to acquire the images.



*High Quality Production Grade Kodak Alaris i4650 Scanner*

Large Format Document Scanning:

ARC deploys the Best of Breed Wide Format Scanners, incorporating the best CCD imaging technology available. These scanners deploy high-resolution lenses to record the image onto a Charge Couple Device which interprets the image into digital form. This technology is identical to the technology used by the highest level of professional digital cameras, such as Nikon and Canon.

Note that many of ARC competitors use mid-grade scanners using the lower cost, lower quality CIS technology to capture images. ARC will not use this mid-grade, low-quality technology for the services provided to its customers. The scanners ARC proposes to use for this project are the award-winning Context Ultra X wide format scanner, many of which can capture an image as wide as 60" by any length. These scanners deploy CCD technology and are world renowned for handling fragile or delicate originals. These scanners use a "straight through" feed-path, and therefore place very little stress on any of the documents being scanned.

ARC has equipped these scanners with large 32" display monitors, allowing the operator to instantly view the scanned result on screen and make any adjustments needed. While viewing the image, the operator will also fully QC the image, adjusting the skew/rotate, ensuring the image is complete edge to edge, crop any unnecessary edge, and adjust the image to achieve the best representative image possible. Every image is saved in sequential order, as they were held within the plan-set; where they will later be converted into the target file format, named and nested into folders according to pre-determined project specifications.

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CONTEX ULTRA X SCANNER

**STAGE 5**

**Document Indexing:**

Certain metadata information may need to be captured from source document pages, file folder labels, binder/book titles, and/or drawer/container labels. Since file folder covers are typically not scanned, the information will be entered into a database in advance. To relate the data entered with the actual file folder content, we will assign a unique barcode sheet as cover-page for each document.

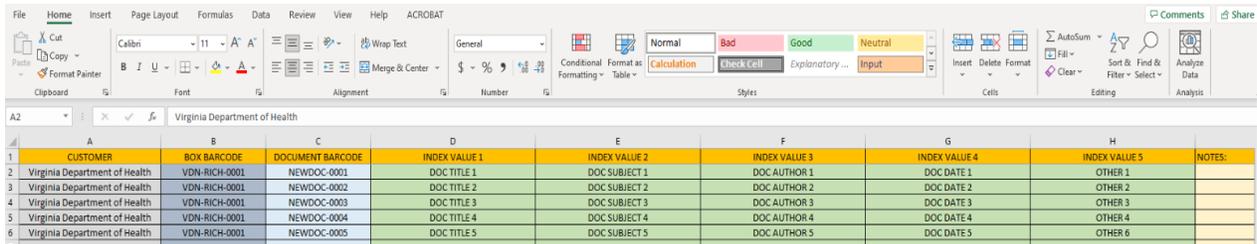
For some collections, we can prepare this barcode sheet already connected to an existing database. In these cases, select values from that data are printed to custom barcode sheets, where the sheets would then be inserted into the target record, which creates a direct connection between the supplied data to the exact hard copy record. This process eliminates the need to enter this data via key entry or OCR, and therefore minimizes risk of error.

For target records where a database does not exist, we would generate Sequential Document Separator Barcode Sheets, and insert one sheet into each folder/binder/book. These barcoded sheets would be associated to the unique box barcode, and therefore assist with the record level inventory, assuring that every record within each box is accounted properly and completely for.

*Example Sequential Document Separator Barcode Sheets*



In cases where the index data is required to be collected manually, each record will receive a sequential document separator barcode sheet (as shown above). The barcode on the sheet will be added to an Index Control Sheet. Next the index data will be manually added to the Control Sheet on a record-by-record basis, as each barcoded sheet is added to each hard copy record. Key entry and key verification methods will be used for entering selected fields requiring higher data accuracy.



	A	B	C	D	E	F	G	H	I
1	CUSTOMER	BOX BARCODE	DOCUMENT BARCODE	INDEX VALUE 1	INDEX VALUE 2	INDEX VALUE 3	INDEX VALUE 4	INDEX VALUE 5	NOTES
2	Virginia Department of Health	VDN-RICH-0001	NEWDOC-0001	DOC TITLE 1	DOC SUBJECT 1	DOC AUTHOR 1	DOC DATE 1	OTHER 1	
3	Virginia Department of Health	VDN-RICH-0001	NEWDOC-0002	DOC TITLE 2	DOC SUBJECT 2	DOC AUTHOR 2	DOC DATE 2	OTHER 2	
4	Virginia Department of Health	VDN-RICH-0001	NEWDOC-0003	DOC TITLE 3	DOC SUBJECT 3	DOC AUTHOR 3	DOC DATE 3	OTHER 3	
5	Virginia Department of Health	VDN-RICH-0001	NEWDOC-0004	DOC TITLE 4	DOC SUBJECT 4	DOC AUTHOR 4	DOC DATE 4	OTHER 4	
6	Virginia Department of Health	VDN-RICH-0001	NEWDOC-0005	DOC TITLE 5	DOC SUBJECT 5	DOC AUTHOR 5	DOC DATE 5	OTHER 6	

*Example Document Indexing Control Sheet*

If multiple document collections are involved in this project, the indexing requirements will be defined specifically for each collection. Once a collection has been targeted for scanning, the ARC Project Manager will meet with the collection owner to review probable indexing options and scenarios. Once an indexing solution has been agreed to, the solution will be documented and signed off by both parties before implementation. In some cases, specific collections (or portions thereof) may be targeted for return to source or return to a specific permanent storage location. An index element will be assigned to each record which will indicate the post conversion disposition of the hard copy document.

## STAGE 6

### Image & Data Quality Checks:

As the images are being scanned, each image is briefly displayed on screen, allowing the operator to view the images at a high level, checking for folded corners, streaks, or other major defects.

Once each batch is completed, an Image QC specialist will scroll through the scanned images, checking each image at a closer level, to ensure that each image had been properly captured, that each image is the best image possible from the source page, and that all images have been properly de-skewed, cropped, oriented and blanks removed.

If any image is found to have a defect, the batch will be rejected and the batch will be investigated to determine the cause of the defect and the process refined or corrected to minimize the defect from re-occurring. In any event, the affected image will be rescanned and replaced to allow the batch to continue in the process.

Once the image QC is completed, the batch will be released for image processing and indexing.

### Assurance for Quality and Accuracy:

ARC utilizes leading Image Processing Software to assist with image quality consistency, starting with the scanner software to properly control the hardware, and including post image capture software to manage the image after the scan is complete. ARC technicians set predetermined parameters for each project, and the system will automatically compare the scanned image against those parameters within a split second. Any image that is found to be outside of the acceptable limits is automatically flagged and prompts the technician to manually correct the image so that it is within the acceptable ranges. This includes tasks such as programmatic de-skewing, brightness/contrast levels, blank page identification and removal.

Upon completion of a project, the software will calculate and report the total number of images scanned versus images processed, and blank images removed, helping to keep the overall costs of scanning to its minimum actual level. Scanner operators will also quality check all images during the capture process for visual accuracy and readability.

We will ensure:

- Every document page in the source file is converted into digital format
- Images are in correct readable rotation
- Output images are in focus and properly aligned
- Image dimensions are a correct 100% scale with no abnormal cropping
- Document pages are scanned in the same order they have been received
- Proper capture and protection of old & damaged documents
- Proper management of hard copy attachments and small size documents

Operators perform quality control checks throughout the conversion process, comparing an individual scan to the original document to ensure there is no decline in quality. If for some reason a scanned image is not as clear as the original, our quality control inspectors will rescan the image to the highest attainable quality.

Supervisors also perform defined project In-progress inspections, validating that the digital file output specifications match the Statement of Work requirements for the project.

Output matching Statement of Work requirements is passed through. Output found with minor issues are corrected, revalidated, and passed through. However, any output with major issues, or items that could potentially affect additional records within the project would require a Non-Conformance Report (NCR) be filed and logged against the project.

An NCR would define the cause of the non-conforming item, the method in which it will be corrected, and the corrective action that will be taken to ensure the issue will not replicate itself again. The NCR will require multiple signatures of both supervisors and managers to validate the resolution of the issue before it can be closed out.

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ARC deploys highly specialized Image Processing Software. The processing software will know the types of documents it is processing and will programmatically build the folder structure and file names (based on the index values) in accordance with the requirements for each document as pre-determined prior to the start of the project.

In addition, the process software will validate that all images and documents within each batch are successfully output, and that all batches are properly processed. While processing the images, and if required the processing software will apply the appropriate OCR engine to interpret the text content of the source documents, embedding the OCR result within the output PDF file, or generate a separate OCR text file, pending project requirements. The process will also deliver a log file that will provide all reporting data in a .CSV or XML file format to be delivered with the output image files.

The processed and QC'd deliverables can be delivered via an encrypted hard drive, e-mailed download link, customer provided secure FTP site, or optical media.

## **STAGE 8**

### **Document De-Prep: (Re-assembly)**

Once all scanned images have been processed and final quality checks completed, the source hard copy originals will be neatly reinserted back into the source folder, in original page order, from which they were received. All folders will be returned to their source box in proper order. Unless otherwise requested, the barcoded document separator sheets will be retained with each document for validation and forensic purposes.

As an option, if specific collections require the documents to be re-assembled (replacing staples, clamps, and bindings), each document will be re-bound using the same method as was found when originally issued. Please note that additional charges may apply for complete re-assembling services.

## **OTHER FACTORS FOR CONSIDERATION**

### **Handling Fragile and Old Records**

For records that need special handling due to fragile condition, age, or damaged, ARC will apply various techniques to get the obtain the best quality image without further damaging the originals.

These techniques include using a transparent document carrier sheet/sleeve, repairing the damage by using acid-free tape, assisting damaged documents through the scanner by using supporting white sheet, or using a flat-bed scanner. We can also evaluate the options of using overhead scanners for heavily damaged records.

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### Document Pull Request: (On-demand Scanning)

ARC understands that the documents within its custody may be active documents, and at any time, may be recalled by our customer, allowing the business units to continue its operations. We refer to this service as a **Document Pull Request**.

Because ARC maintains such tight controls on its inventory and index data, we make it easy and fast to execute any pull request made by our customers. The Pull Request will be fulfilled by expediting the scanning of the requested document(s) and securely transmitting the scanned images back to the requestor.

Although ARC welcomes the requestor to make such a request via voice phone call, we do require the request be made in writing via email, which will be preserved and maintained as documentation of such request. **While typically most requests are fulfilled within a few hours or the same day**, ARC guarantees all requests will be fulfilled within 1 business day from receipt of written request.

### Document Validation Process:

As evidenced in much of this narrative, ARC Document Solutions has used its 30+ years of experience to build processes and systems as well as deploy the best of breed technology and equipment. Combined with our experience and know-how, we have developed the strongest Quality Assurance Program in the industry.

Although we are highly confident in the quality and accuracy of our deliverables, we also seek to allow our customers every opportunity to validate the final output deliverables. Therefore, we will work with our customers, to make it as easy as possible for our customers to validate the quality and accuracy of the final deliverables in any way possible. This validation must be completed to our customer's complete satisfaction before any related hard copy is destroyed. Once the hard copy is destroyed, it would be nearly impossible to confirm any accuracy or quality challenge.

With each deliverable, the provided CSV/XML file will carry the source box and document numbers for each output file. This will assist our customers with their validation effort. Customers can either pull any random hard copy, then reference the CSV to find the digital output file for comparison. Or randomly select any digital output file, then reference the CSV to find the exact hard copy record for comparison.

### Document Return

Those documents that are designated to be retained to our customer will be confirmed based on the Index and inventory designations. The document transport boxes will be sealed and re-

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inventoried before return shipment to the desired customer location. A fresh Inventory sheet for that shipment, will be generated and verified. The hard copy document transport boxes will be transported back to the customer where the inventory will be validated, and the inventory closed out for that segment of the project.

ID	Task Name	Responsible Party(ies)
1	<b>Project Kick-off Meeting</b> (Customer Program Manager & Stakeholders, ARC Project Manager & Lead Consultant).	ARC & CUSTOMER
2.1	<b>Prepare Project Plan</b> (Includes specifications and pilot phase arrangements and submit for approval from Customer)	ARC
2.2	<b>Approval for Project Plan</b>	CUSTOMER
3	<b>Pilot Project</b> digitization (Review and approve for Go-Live)	ARC & CUSTOMER
4	<p><b>Records Capture Operation</b> - All the documents that we scan will go through the following production capture workflow to ensure best image quality, indexing accuracy and to ensure we are meeting our Service Level Agreements.</p> <ol style="list-style-type: none"> <li>1. Records receipt, chain of custody</li> <li>2. Document prep</li> <li>3. Scan &amp; image QC</li> <li>4. Records indexing &amp; QC</li> <li>5. Document and index validation and verifications, normalization</li> <li>6. Image and Data Processing</li> <li>7. Image &amp; Data release for migration to Customer</li> <li>8. Receipt confirmation and coordination for exceptions/issues</li> <li>9. Customer validation</li> <li>10. Return boxes and/or destruction</li> <li>11. Monthly invoicing</li> </ol>	ARC in coordination with CUSTOMER. This item will re-occur during the project period based on pickup frequency.
5	<b>Return final set</b> of documents and get sign off	ARC
6	<b>Receive sign off</b> from the Customer for document return, completion of digital services and completion of all project deliverables	CUSTOMER & ARC
7	<b>Project Close Out Meeting</b> (Project review and lessons learned)	ARC & CUSTOMER

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #25-135 – Document Shredding Specialists (Pifko/Reyes)**

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Document Shredding Specialists will provide equipment and services for the secure collection and destruction of Confidential Materials. The company will collect these materials on a mutually agreed-upon schedule and destroy them either onsite or offsite using mechanical shredding devices. Upon completion of the destruction process, Document Shredding Specialists will issue a Certificate of Destruction at the District's request. The District also reserves the right to inspect the destruction process at any time through an authorized representative.

Term of Agreement: September 18, 2025 through June 30, 2026

#### **FISCAL IMPACT:**

Not to Exceed: \$10,000.00 districtwide – will be charged to end user's budget.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Agreement #25-135 with Document Shredding Specialists.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-135, Document Shredding Specialist \(4 Pages\)](#)  
[Proposal \(5 Pages\)](#)



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



**Scope of Services**

**Department: District Office -1051 South A Street**

**Frequency: 4 weeks**

**Shredding Rates:**

- (15) 32- Gallon Console.....\$150.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Facilities -630**

**Service Frequency: 4 weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Transportation & Warehouse -620**

**Service Frequency: 4 weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: San Miguel School- 2400 South J Street Oxnard,**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Dennis McKinna School - 1600 South N Street Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50



**Department: Christa McAuliffe School- 3300 W Via Marina Ave Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Elm Street School- 450 E Elm St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Emilie Ritchen School- 2200 Cabrillo Way Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Marina West School- 2501 Carob St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Harrington School- 451 East Olive St**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Brekke School- 1400 Martin Luther King Jr Drive Oxnard, CA 93033**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50



**Department: Ramona School- 804 Cooper Rd Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Rose Avenue School- 330 South Driskill St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Sierra Linda School- 2201 Jasmine St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Cesar Chavez School- 301 North Marquita St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Driffill School- 910 South E St Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Lemonwood School- 2001 San Mateo Pl Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50



**Department: Thurgood Marshall School- 2900 Thurgood Marshall Dr Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Bernice Curren School- 1101 North F Street Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Soria- 3101 Dunkirk Dr Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Kamala School- 634 W kamala Street Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (1) 64 Gallon Bins..... \$20.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Fremont Academy – 1130 N M Street Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Frank Academy- 701 N Juanita Ave Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- (2) 64 Gallon Bins..... \$30.00
- Additional Bin.....\$10.00
- Destruction Banker Boxes.....\$3.50

**Department: Dr. Manuel M. Lopez Academy- 647 West Hill Street Oxnard, CA**

**Service Frequency: 4 Weeks**

**Shredding Rates:**

- **(2) 64 Gallon Bins..... \$30.00**
  - Additional Bin.....\$10.00**
- **Destruction Banker Boxes.....\$3.50**

**Scope of Services**

- **Equipment Delivery & Setup Free**
- **Service Calendar Provided**
- **Certificate of Destruction at No Cost**
- **First Service is Waived**
- **No Rental Fee**
- **No Hidden Fees**

**Document Shredding Specialist:**

**Name:** \_\_\_\_\_

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

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

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

**Oxnard School District:**

**Name:** \_\_\_\_\_

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

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

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



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #25-136 – EQ Landscaping, Inc. (Pifko/Bennett)**

---

EQ Landscaping Inc. will provide professional landscaping services across all Oxnard School District sites and locations. This plan establishes baseline system maintenance until internal staffing is stabilized.

The Oxnard School District must urgently repair failing irrigation systems to protect fields, safety, and school activities. Timely work is hindered by staffing shortages, an unfilled Irrigation Specialist position, and ongoing attendance issues. Under Article 23.1 of the CSEA contract, the District met with CSEA on August 21, 2025, and secured an agreement to temporarily outsource irrigation services through December 31, 2025, with a review before that date.

Expected outcomes include repairing at least 80% of identified issues within three weeks, restoring proper water distribution, reducing irrigation-related work orders by 50% in the following quarter, and ensuring fields remain healthy and fully usable.

Term of Agreement: September 18, 2025 through December 31, 2025

#### **FISCAL IMPACT:**

\$35,280.00 – Routine Restricted Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-136 with EQ Landscaping, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-136, EQ Landscaping, Inc. \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

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

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

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

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

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

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date

# ESTIMATE



## Service Address

Currently Middle School, 1101 N F St  
Oxnard, CA 93030

## Prepared For

Oxnard School District  
1051 A Street  
Oxnard, CA 93030

## E.Q. Landscaping

P.O Box 982  
Fillmore, California 93016  
Phone: (805) 794-4267  
Email: Cristal@EQ-Landscaping.com

Estimate # 1053  
Date 07/23/2025  
Business / Tax # C-27 License #1075146

Description	Total
-------------	-------

WORK INCLUDES	\$35,280.00
---------------	-------------

2 irrigation crews including 1 supervising manager

CREW #1	Crew #2
1 Foreman	1 Journeyman
1 irrigation laborer	1 Irrigation labor

Each crew will be on site 8 hour per day, 6 days per week for 3 week.

NO MATERIAL INCLUDED IN PRICE, RECEIPTS WILL BE PROVIDED AT THE END OF EACH WEEK FOR ANY MATERIAL PURCHASED AND A SEPARATE INVOICE WILL BE PROVIDED.

NOTE	\$0.00
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Price per day for both crew \$1,960

<b>Subtotal</b>	\$35,280.00
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<b>Total</b>	<b>\$35,280.00</b>
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Thank you for your business!

By signing this document, the customer agrees to the services and conditions outlined in this document.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Personnel Agreement

### **Ratification of Agreement #25-130 – University of Southern California – Student Teacher (Carroll/Cordes)**

---

The Board's approval is requested for this student teacher placement agreement between Oxnard School District and the University of Southern California (USC) in which the District agrees to provide supervised teaching experiences for University students within a public school environment.

Term of Agreement: August 15, 2025 through June 30, 2028

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Certificated Human Resources, and Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-130 with the University of Southern California.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-130, University of Southern California - Student Teaching \(5 Pages\)](#)

## OSD AGREEMENT #25-130

### Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the Oxnard School District (“District”) and the University of Southern California (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students enrolled in a credentialing program (“Student Teachers”) will gain experience in the public school setting.

#### TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 15th, 2025 and ending June 28th, 2028 unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions in writing after expiration of the initial term.

#### DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised internship experience. The District’s Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years’ experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher’s performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for “good cause.” “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will reasonably cooperate in its

discretion with District in any investigation concerning the reported violation to the extent permitted by applicable law and University policies.

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.

## **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and District-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation to the extent permitted by applicable law and University policies.
4. University will instruct Student Teachers and university supervisors to take all necessary steps to provide District appropriate tuberculosis and fingerprinting clearance that includes a subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

## **STATUS OF LOCAL EDUCATIONAL AGENCY AND UNIVERSITY STUDENTS**

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

University and District shall carry the following insurance coverages at own expense, at all times during the term of this Agreement and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, each University and District shall furnish the other party with certificates of insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation and Professional Liability) are to include the other party as additional insured. All required coverages shall have an A.M Best rating of not less than A-VII, and be primary and non-contributory to any insurance maintained and shall waive any right of subrogation against by each party's employees, directors, officers, agents, subsidiaries

and shall specifically cover each party's obligations to defend, indemnify and hold their employees, directors, officers, agents, subsidiaries harmless as provided herein. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either University or District.

i. Workers' Compensation and Employers Liability. Workers' Compensation insurance with statutory limits if required to do so by California State law. Employers Liability in the amount of one million dollars (\$1,000,000). **Students Not University Employees:** Both parties hereto agree that the students are fulfilling requirements for field experiences as part of a degree requirement and therefore, both parties agree that students are not to be considered employees or agents of University or District and are not covered by University or District's Workers' Compensation insurance.

ii. Commercial General Liability. Commercial General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. Such coverage shall not exclude Sexual Molestation Coverage.

iii. Automobile Liability Insurance. Automobile Liability coverage of one million dollars (\$1,000,000) each occurrence, for all owned, non-owned and hired vehicles.

iv. Umbrella or Excess Liability. Umbrella or Excess Liability Policy in excess of the General Comprehensive Liability Policy with limits of no less than four million dollars \$4,000,000 per occurrence.

## INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result

from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

## **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable; that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. In no event shall either District or University be liable for any indirect, special, consequential or punitive damages regardless of the cause of action or the likelihood that a party knew of the possibility of such damages in advance.

Signed and entered into by the parties on this 17th day of September, 2025.

Oxnard School District

University of Southern California

By:

\_\_\_\_\_  
Signature

**Melissa Reyes**

\_\_\_\_\_  
Name

**Director, Purchasing**

\_\_\_\_\_  
Title

**1051 S A St.**

\_\_\_\_\_  
Street

**Oxnard, CA 93030**

\_\_\_\_\_  
City, State, Zip Code

**mvreyes@oxnardsd.org**

\_\_\_\_\_  
E-mail Address

**805/385-1501**

\_\_\_\_\_  
Telephone

*Mark Todd*

\_\_\_\_\_  
Signature

**Mark Todd**

\_\_\_\_\_  
Name

**Provost of Academic Operations**

\_\_\_\_\_  
Title

**3470 Trousdale Parkway**

\_\_\_\_\_  
Street

**Los Angeles, CA 90089**

\_\_\_\_\_  
City, State, Zip Code

**debrasm@rossier.usc.edu**

\_\_\_\_\_  
E-mail Address

**(213) 821-3410**

\_\_\_\_\_  
Telephone

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section C: Personnel Agreement

### **Ratification of Agreement #25-131 – University of Southern California, Unpaid Internship (Carroll/Cordes)**

---

This is an Unpaid Internship agreement between the University of Southern California and the Oxnard School District, in which the District will provide University students with supervised internship experience in a public school setting.

Term of Agreement: August 15, 2025 through June 30, 2028

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-131 with University of Southern California.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-131, University of Southern California - Unpaid Student Teaching \(5 Pages\)](#)

**OSD AGREEMENT #25-131**  
**OXNARD SCHOOL DISTRICT**  
**Memorandum of Understanding and Agreement with the Named University**  
**to Provide for Unpaid Internship Placements for University Students**

This Memorandum of Understanding (“Agreement”) is made by and between the Oxnard School District (“District”) and the [University of Southern California] (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students (“Unpaid Interns”) will gain experience in the public school setting. This Agreement applies to unpaid service-learning placements for University- enrolled students; it does not apply to student teacher placements that are part of a credentialing program.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of [3] years beginning August 15<sup>th</sup>, 2025 and ending [June 30<sup>th</sup>, 2028], unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration in writing of the initial term.

**LOCAL EDUCATIONAL AGENCY AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Unpaid Interns with supervised internship experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years’ experience in that field. The Supervisor will provide the Unpaid Intern with at least two hours of face- to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Unpaid Intern’s performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts assignment of the student, the District may terminate the internship for good cause. “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section.

6. District shall, on any day when an Unpaid Intern is receiving training at its facilities, arrange for the Unpaid Intern to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Unpaid Intern.

## **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Unpaid Intern.
2. University will confer regularly with District and site administration and District-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of any professional or ethical violations by an Unpaid Intern in the school. University and District agree they will cooperate in any investigation concerning the reported violation to the extent permitted by applicable law and University policies.
4. University will instruct Unpaid Interns and university supervisors to take all necessary steps to provide District appropriate tuberculosis and fingerprinting clearance, t h a t includes a subsequent arrest notification service.
5. University will instruct Unpaid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Unpaid Interns' performances in the District's classrooms.
7. University will be responsible for ensuring that Unpaid Interns have appropriate insurance coverage.

## **STATUS OF UNIVERSITY, LOCAL EDUCATIONAL AGENCY, AND UNIVERSITY STUDENTS**

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

University and District shall carry the following insurance coverages at own expense, at all times during the term of this Agreement and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation. Upon reasonable request, each University and District shall furnish the other party with certificates of insurance evidencing compliance with all requirements hereunder. All required coverages (with the exception of Workers' Compensation and Professional Liability) are to include the other party as additional insured. All required coverages shall have an A.M Best rating of not less than A-VII, and be primary and non-contributory to any insurance maintained and shall waive any right of subrogation against by each party's employees, directors, officers, agents, subsidiaries and shall specifically cover each party's obligations to defend, indemnify and hold their employees, directors, officers, agents, subsidiaries harmless as provided herein. Despite the use of the term "insurance," such coverages may be provided by commercial insurance, self-insurance, captive, a risk retention group or some combination thereof. Notwithstanding coverages in the amounts specified, the type and limits of coverages stipulated will not, in itself, limit the liability of either University or District.

- i. Workers' Compensation and Employers Liability. Workers'

Compensation insurance with statutory limits if required to do so by California State law. Employers Liability in the amount of one million dollars (\$1,000,000). **Students Not University Employees:** Both parties hereto agree that the students are fulfilling requirements for field experiences as part of a degree requirement and therefore, both parties agree that students are not to be considered employees or agents of University or District and are not covered by University or District's Workers' Compensation insurance.

ii. Commercial General Liability. Commercial General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. Such coverage shall not exclude Sexual Molestation Coverage.

iii. Automobile Liability Insurance. Automobile Liability coverage of one million dollars (\$1,000,000) each occurrence, for all owned, non-owned and hired vehicles.

iv. Umbrella or Excess Liability. Umbrella or Excess Liability Policy in excess of the General Comprehensive Liability Policy with limits of no less than four million dollars \$4,000,000 per occurrence.

## INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

## ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. In no event shall either District or University be liable for any indirect, special, consequential or punitive damages regardless of the cause of action or the likelihood that a party knew of the possibility of such damages in advance.

Signed and entered into by the parties on this 17<sup>th</sup> day of September, 2025.

Oxnard School District

[University of Southern California]

By:

\_\_\_\_\_  
Signature

*Mark Todd*

\_\_\_\_\_  
Signature

Melissa Reyes

Mark Todd

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Director, Purchasing

Provost of Academic Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section D: Action Items

### Approval of the Updated Substitute/Extra Help Certificated Employees' Pay Schedule (Carroll)

---

The Substitute Salary Schedule guides the pay rates and conditions for certificated substitute employees. The current schedule was last revised on June 21, 2023, and implemented for 2023-24. A revised schedule has been prepared and is effective September 17, 2025. The rates of pay remain unchanged. The update includes administrative clarifications intended to enhance accuracy and consistency throughout the document; all revisions are clearly marked in red underline to facilitate ease of review, including the following:

- **Clarification of Full-Day Definition:**

A full substitute workday is now explicitly defined as **8 hours**, with sites authorized to require substitutes to remain on-site for the full duration.

- **Middle Grades Assignment – Additional Period Pay:**

Substitutes assigned to grades **6–8** or intermediate schools are expected to teach **five periods**. If asked to teach a **sixth period**, they will receive **an additional one-fifth of the daily rate**.

- **Long-Term Substitutes:**

While the existing rate structure remains, new language has been added to allow the District flexibility in offering higher daily rates for hard-to-fill or limited-credential positions on a case-by-case basis for substitutes with:

- Special credentials
- Unique experience
- Assignments in hard-to-fill or special needs classes  
Final pay determinations rest with the **Assistant Superintendent of Human Resources or designee**.

- **Editorial and Policy Clarifications:**

Updates throughout the document to improve clarity and ensure consistency in definitions and formatting. No changes were made to the base daily rates for most substitute categories, including retired teachers and credentialed substitutes.

#### **FISCAL IMPACT:**

None. All pay rates remain the same as the 2023-24 schedule.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the updated Substitute/Extra Help Certificated Employees' Pay Schedule, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [24-25 Certificated Substitute Rates Revision\\_09.17.2025\\_v2 \(2 pages\)](#)

## **SUBSTITUTE/EXTRA HELP CERTIFICATED EMPLOYEES' PAY**

Substitute certificated personnel will be paid in accordance with the following provisions:

**A. Daily Rate**-Each person employed, as a substitute, certificated employee shall be paid at the rate of **\$200** per day for each full day of service, except when classified as a long-term substitute. Substitutes at the intermediate school or assigned in 6<sup>th</sup> -8<sup>th</sup> grade at a K-8 school will be required to teach five periods (excluding advisory). If requested to teach a sixth period, substitutes will be paid one-fifth of their daily rate for teaching the sixth period.

A full day is defined as an 8-hour day. A site may require a substitute teacher to stay and support the site for the entire 8-hour day.

**B. Half-Day Rate**-A substitute certificated employee paid for each half day worked (or portion thereof) will be paid **\$ 110**. Half-day is defined as ~~three and one-half (3-1/2) (3.5) hours or less.~~

**C. Long-Term Rate**-When a substitute assignment is to be made for 15 consecutive days or more for the same certificated employee, the substitute shall be paid an additional amount of **\$25** per day (non-retroactive) beginning with the fifteenth *consecutive* day. Beginning with the 61st consecutive day in the same assignment, the substitute will be paid his/her contract rate of pay. Use of Accrued paid sick leave will not constitute a break in service. While the rates listed reflect the standard substitute pay schedule, substitutes who hold a special credential, bring unique experience, or serve in a hard-to-find position/special needs class may be eligible for a higher rate. These adjustments are on a case-by-case basis, based on district needs. The Assistant Superintendent of Human Resources, or designee, shall make the final determination on the daily pay rate.

**D. Teaching Permit for Statutory Leave (TPSL)/Credentialed (Preliminary or Clear) Substitute Teacher**-Rate of pay for this assignment will be Class B, Step 1 of the Certificated Teacher Salary Schedule. Substitutes holding a TPSL permit/Teaching Credential and placed in an assignment not requiring a TPSL permit/ Teaching Credential will be paid **\$200** per day (30 days or less for general education assignments and 20 days or less for special education assignments).

**E. Retired Oxnard School District Teacher Rate.** Retired Oxnard School District teachers will be compensated at the rate of **\$235** per day

**F. Administrative Substitute/Administrative Designee Pay.** Administratively credentialed (or so qualified) teachers or certificated support personnel who are covering for an administrator will be compensated as follows:

**a.** Regular daily pay plus an additional two hours at the current schedule II hourly (put on separate time card)

**b.** Hours worked **in excess of 8 hours** for that day will be paid an additional \$50 per hour (also on the same separate time card as “a.” above – the substitute who covers the teacher’s class will receive his/her regular substitute rate of pay).

c. An administrator who covers summer school or intersession ~~will~~shall be paid at his/her per diem rate.

c.1 A teacher or certificated support personnel with an administrative credential will be paid his/her agreed-upon summer hourly pay rate.

If a teacher or certificated support personnel covers a site for a full day, but does not have an administrative credential, he/she will be paid for a minimum of 8 hours, at \$50.00 per hour, plus \$50.00 per hour for every hour over 8 hours.

**G. Retired Administrators.** Credentialed retired administrators will be paid at the rate of Elementary Principal assignment or Elementary Assistant Principal equivalent to the position covered. Please refer to the Certificated Management compensation plan.

**H. Oxnard Supportive Services Association (OSSA) Substitute Pay.** When a substitute is assigned for a regular OSSA position, the following will prevail:

- The district will first offer a substitute assignment to an available OSSA bargaining unit member.
- If the substitute is not credentialed in his/her field, the pay will be \$200 per day, the current substitute teacher rate of pay.
- If the substitute is credentialed, the pay will be Step 1 of the OSSA salary schedule.

#### OXNARD SCHOOL DISTRICT

Administrative Procedures Effective: April 17, 2002; Revised: March 10, 2004; December 14, 2005;

Revised: August 30, 2017; June 4, 2018; December 4~~7~~<sub>1</sub>, 2019; August 3, 2022~~7~~<sub>1</sub>; June 21, 2023~~1~~<sub>1</sub>;  
September 17, 2025

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Marshall School's SPSA for 2025-2026 School Year- School Plan for Student Achievement (Fox/Thomas)**

---

Approval of Marshall School's SPSA is requested. Approval is necessary for the site to put the identified goals and strategies into place and to use the corresponding budget allocations.

The SPSA plan contains goals for academics, student social-emotional needs, safety and parent involvement. The goals are in alignment with the District's Local Control Accountability Plan (LCAP). The plan delineates the actions/services that are required for program implementation and serve as each site's guide in evaluating progress toward meeting goals. All actions/services are aligned to budget items that are clearly defined and support student achievement.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of School Performance and Student Outcomes that the Board of Trustees approve the SPSA for Marshall School for the 2025-2026 School Year, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Marshall\\_2025\\_SPSA \(79 pgs\).pdf](#)



# School Plan for Student Achievement (SPSA)

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Thurgood Marshall TK-8 School	56725380100362	September 3, 2025	September 17, 2025

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan (LCAP) process.

This SPSA template consolidates all school-level planning efforts into one plan for programs funded through the Consolidated Application (ConApp), and for federal Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements for both the SPSA and federal ATSI planning requirements.

California’s ESSA State Plan supports the state’s approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the local educational agency (LEA) that are being realized under the state’s Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 64001(g)(1), the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

This template is based on the December, 2023 CDE revision of the School Plan for Student Achievement. Some modifications have been made to inform the SPSA development process.

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# Plan Description

Briefly describe your school's plan for effectively meeting ESSA's planning requirements in alignment with the Local Control and Accountability Plan (LCAP) and other federal, state, and local programs.

This plan is being used by Thurgood Marshall TK-8 School for meeting the following ESSA planning requirements in alignment with the LCAP and other federal, state, and local programs:

## Schoolwide Program

The school Mission of Marshall K - 8 Academy of Visual and Performing Arts is to inspire students to reach their highest potential and our Vision is to create and maintain a culture of safety, academic success, and a college and career-going mindset for all students. Through the mediums of technology and visual and performing arts, we inspire students to reach their highest potential and become leaders in their community.

Oxnard School District has created a strategic plan in order to ensure that we fully develop our student profile and work toward fulfilling our Mission and Vision.

Mission: In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

Vision: Ignite, Transform, Nurture, Embrace.

This 2025-2026 school year, the Oxnard SD Student Profile will be a driving force and core focus of our work with students, staff, parents, and the community. Each area - Focused on the Future, Digital Learner, Collaborator, Innovator, Problem Solver, Achiever, and Global Thinker will be embedded in all programs and key areas of instruction. As we mold our 21st Century scholars, the Student Profile will be the pathway to preparing our students for their future.

Our strategies/activities support our values and principles: Equity and Excellence; Safe and Affirming Environments; Achievement/Performance, Multilingualism, Global and Socio-Cultural Competence; Relationships built on Integrity, Mutual Trust, Respect and Caring; and Professional Accountability and Service. Our goals can be realized by following a Theory of Action, which constitutes committing to a vision of success; to be relentless in clarifying and supporting classroom leadership; to build school leadership; to benefit from organized district leadership; and to engage our families and community, which will lead us to become a highly effective and equitable school. A guiding focus for the district is on five strategic goals which form the framework for powerful and sustainable school and district transformation: Student Academic Engagement and Achievement; a Positive and Safe Learning Environment and School Climate; Guidance and Support to Sites; Family/Community Alliances for Student Success and Transformational Leadership and Infrastructure.

All of our strategies/activities are designed to further these pedagogical principles:

1. Identify, activate, and build on student strengths.
2. Affirm student identities by challenging the devaluation of minoritized students' identities.
3. Establish powerful relationships that nurture equity and success.
4. Engage students actively in the learning process., by amplifying student voice.
5. Create environments of enrichment, rather than remediation, that engage students' multilingual repertoires.
6. Situate learning in the lives of students by connecting to their lives.
7. Elicit high intellectual performances that help connect students' identities to academic engagement.
8. Address the prerequisites for learning, including incorporating pedagogical practices that challenge coercive relations of power.

These pedagogical principles are the foundation on which the Strategic Action Plan and Student Profile are based and will drive the strategies and actions for the Marshall SPSA. Through collective efficacy, every student will be represented throughout the Marshall SPSA, and will be the focus to drive student achievement.

The focus at Thurgood Marshall School is optimal learning for every student. The Oxnard School District Student Profile guides our certificated and classified staff in preparing students for future career opportunities. Our instructional staff regularly reflect on best practices to monitor student progress and plan instruction. We collaborate to align instruction to the Common Core Standards for all subject areas. The staff reference district assessment timelines to ensure that curricular areas are covered in a timely manner and that all children are engaged in learning. The Administrators monitor instruction through regular classroom visitations and student monitoring conferences with individual teachers and grade levels. This year, Marshall will have the support of one site ISP teacher to help support instruction in the areas of Language Arts and Math.

Thurgood Marshall School staff are proficient at using data to guide their teaching and student learning with ongoing progress monitoring data of individual students. Throughout the year, teachers participate in regularly scheduled staff development. Grade level teams collaborate on the essential standards in language arts, mathematics, and English Language Development (ELD). Teachers share grade-level data to plan lessons that embed instructional strategies and differentiate for students' individual needs. PLC teams analyze data from the district and school-based assessments. Summative and formative data analysis allows teachers, parents, and students to monitor progress toward academic goals, determine which strategies and interventions are working, identify when students need intervention, and target specific needs of individual students.

In January 2024, Marshall was identified as ATSI (Additional Targeted Support and Improvement), due to high suspension rates for the Homeless student group. The CDE makes this determination based on previous student performance from state mandated assessments and data collection. For the 2024-2025 school year, Marshall Leadership Team and school partners identified strategies/activities to address this area such as conducting home visits with the ORC, counselor, and administration, and SEL lessons provided in the classroom by the school counselor to decrease suspension rates. Administration also met 1:1 with those students identified as having high suspension rates in the previous year. Behavior plans were created which included positive incentives and frequent check-ins. Recent data indicated that Marshall was no longer under ATSI status. Monitoring Marshall's CA Dashboard data will continue to be a focus in order to ensure that all subgroups make significant growth in all areas, and that chronic absenteeism will remain at the forefront as a priority goal.

The staff recognizes that students coming to school this academic year have growing academic and social-emotional needs. Marshall's goal for the 2025-2026 year is to focus on student-centered instruction that allows for rigorous questioning and opportunities for writing across the curriculum. Marshall intends to focus on collaboration to help shift the teaching pedagogy by focusing on data-driven and standards-based instruction while continuing to incorporate twenty-first-century learning skills. For focus students, specific interventions and in-class interventions are offered. The MTSS Site Team continues to implement and refine the Multi-Tiered System of Supports (MTSS) model. Marshall will continue a cycle of student monitoring meetings to address grade level specific and student needs. They will continue to address academics, attendance, social/emotional, and behavioral student needs. The MTSS team will provide strategies, actions, supports, and resources to target specific needs.

English Language Development instruction is a priority. The ELD standards are the guide for instruction and teachers use Wonders curriculum (K-5), Study Sync (Gr. 6-8), and core subject matter to develop student understanding. To ensure that ELD instruction is targeted to students' skill levels, teachers collaborate for ELD, grouping students based on ELPAC levels. Students have daily required ELD time to practice academic vocabulary, acquire English language skills, and become proficient in English. Grade level collaboration meetings and student monitoring conferences are held to track student progress and plan strategies to address student needs. Designated and Integrated ELD instruction is implemented through the curriculum in language arts and mathematics and other curricular subjects. Integrated ELD strategies and evidence-based practices provide support to EL students.

Our site is home to the Deaf and Hard of Hearing (DHH) and Visually Impaired programs that serve students throughout the district and county for the VHH program. The students in our programs are integrated into general education classes when appropriate. Our special programs include Deaf and Hard of Hearing, Language and Learning, and Visually Impaired. Some students are assigned a one-to-one paraeducator to provide behavior support. Some paraeducators are OSD employees and some are from outside agencies.

Additional programs are used in order to provide our students with various learning opportunities. The Accelerated Reader (AR) program helps all students to hone their comprehension skills and encourage a love of reading. The online MyOn Program supports reading progress for students. Lexia Core 5 and Power Up support our students with intervention and enrichment in reading support. ST Math provides additional support in the area of Math. Technology is utilized by all classes for research, and the use of software programs allows students additional time to practice and develop their skills in reading and mathematics.

Thurgood Marshall School's highly qualified teachers meet the district and state guidelines. Common Core training in the areas of reading/language arts and mathematics empowers our staff to deliver effective instruction. The staff regularly participates in high-quality, district-approved training in all core disciplines, including technology.

Marshall School continues to incorporate a safe and positive learning environment with the lead of our Positive Behavior Intervention Support (PBIS) Team. There is a school-wide implementation of CHAMPS at Marshall and staff use a progressive discipline model to respond to student behavior in the classroom, on the playground, and at the administration level. The PBIS team meets on a regular basis to analyze data and identify areas of need and focus on the campus in order to help strengthen the positive learning environment. The school counselors provide Social-Emotional lessons to classes, in addition to restorative circles and mindful practices.

Parent involvement is a key element for the continued academic success at Marshall School. Teachers regularly communicate with parents by phone, through the Canvas Parent App, through messaging on Parent Square, on school websites, on social media, through e-mails, and at conferences. Parents are invited to a variety of general parent meetings, and family nights. Opportunities to volunteer are made available throughout the year. Parents are conforming to the Oxnard School District guidelines for volunteers to go through the background clearance process. Teachers use standards-based progress reports and assessment data at parent/teacher conferences to inform parents of their children's progress. Parenting classes share knowledge and practices that benefit families and helps parents to better support their children's learning. Throughout the year, parents are offered a list of opportunities to receive training and be involved in the school program through PTA, School Site Council, ELAC, and "Coffee with the Principal, ORC, and Counselor." Loving Solutions, Parent Project, as well as Latino Literacy workshops will be offered.

## Educational Partner Involvement

How, when, and with whom did Thurgood Marshall TK-8 School consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

In collaboration with the Marshall Leadership Team, Marshall grade level teams and departments, SSC and ELAC reviewed and provided input for the SPSA plan. This is done in order to recommend approval of the SPSA by the School Site Council. The SPSA is approved annually and during regular School Site Council meeting (no less than 6 times per year), the goals, actions and overall spending of categorical dollars are monitored. A meeting is held with the School Site Council mid-year to monitor academic progress, as well as expenditures. Any changes to the plan are reviewed and approved by educational partners for the recommendation and resubmission to School Site Council for final approval.

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

This section is required for all schools eligible for ATSI and CSI.

In 2024-2025, Marshall exited ATSI status. Marshall had been identified ATSI in the previous year due to high suspension rates for students experiencing Homelessness. This group was monitored closely and provided support through the Marshall counselors and administration. After school tutoring was offered. The school was able to allocate Prop 98 grant money to the Visual and Performing Arts strand focus, which included the hiring of a K-5 music teacher and materials. Due to a lack of qualified music teachers being available, a classified music teacher was hired and worked with Marshall students for a short time. Marshall was able to secure a full-time Intervention Support teacher from September 2024 - June 2025. Marshall will continue with a full-time ISP for the 2025-2026 school year.

## Comprehensive Needs Assessment Components

Identify and describe any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

### California School Dashboard (Dashboard) Indicators

Referring to the California School Dashboard (Dashboard), any state indicator for which overall performance was in the "Red" or "Orange" performance category.

On the 2024 CA Dashboard, results indicate that All Students performed in the Orange range in English Language Arts. This was neither a gain or decline. The student groups who performed in the Orange in English Language Arts were English Learners with a decline of 17.7 points, White students with a decline of 5 points, Hispanic and Homeless students who maintained, and Students with Disabilities who increased 7.2 points, but still performed in the Orange level. All Students performed in the Orange range, including all student groups. This does not indicate a performance gap among student groups, but rather a need to focus schoolwide on research-based and effective strategies in English Language Arts. Steps taken to address this area was a Student Monitoring system to review student performance data after the administration of Star tests, writing prompts, and after the end of each trimester. This allowed for discussions and planning to target those students not performing at grade level. It also triggered any necessary SSTs, or psychoeducational assessments. This included monitoring the data of those students working with the LIT (Literacy

Intervention Teacher) teacher. An ISP teacher (Intervention Support Provider) was added in September this year to help target specific skills among 2nd and 3rd grade students. This was made possible through the use of Title 1 funding.

On the 2024 CA Dashboard, results indicate that All Students were in the Orange performance range for Chronic Absenteeism. Although this is a decline of 2.3% from the previous year, results show that this is still an area of concern and need. The Homeless and Hispanic student groups are in the Orange performance range, but they are higher than all students. Hispanic students (622) are at 31.8% chronically absent, and Homeless students (38) are at 34.2% chronically absent. Hispanic students had a decline of 2.5% of chronic absenteeism and Homeless students had a decline of 25.8% of chronic absenteeism, but are still higher than All Students. This shows the need to continue to support the Hispanic and Homeless student groups. This has been done through home visits, following the attendance process consistently, including SART and SARB, and having student meetings with the school counselor for check-ins. Attendance is reviewed at SSTs and SPED assessments when applicable. Incentives are in place to celebrate positive attendance.

Referring to the California School Dashboard (Dashboard), any state indicator for which performance for any student group was two or more performance levels below the “all student” performance.

On the 2024 CA Dashboard in Math, All Students performed in the Yellow range. English Learner and Students with Disabilities student groups performed in the Red performance category. This indicates they are performing 2 performance levels below All Students who are performing in Yellow. To target this performance gap, EL students were given small group instruction targeting vocabulary development connected to academic math vocabulary. Students with Disabilities were provided before school tutoring in math targeting basic concept skills. Another state indicator showing a 2 or more performance level gaps was in the Suspension Rate. All Students performed in the Green performance indicator showing a decline of 4.8% of students suspended at least one day. The Homeless student group is in the Red performance level showing an increase of 7.5% of students having been suspended at least one day. This is approximately 3 out of 40 students. Other means of correction were used, as well as providing 1:1 support for those individual students. Behavior support paras were provided for elementary students, as well as the support of a mental health clinician and counseling psychologist. These services were also provided for middle school students.

## Other Needs

In addition to Dashboard data, other needs may be identified using locally collected data developed by the LEA to measure pupil outcomes.

In addition to the CA Dashboard data, other data used to measure pupil outcomes were Star Reading and Math assessment data and Panorama Survey data. Panorama Survey data showed the need to support middle school students on emotional regulation, as well as connectedness. The School Counselor meets 1:1 with students as needed, as well as group sessions and providing SEL lessons in the classroom. Tier 2 supports like additional support from the Literacy Intervention Teacher and Intervention Support teacher were provided based on Star Reading and Star math assessments. Flexible grouping was provided by the classroom teachers to also target specific needs and skills.

# School and Student Performance Data

## Student Enrollment

This report displays the annual K-12 public school enrollment by student ethnicity and grade level for Thurgood Marshall TK-8 School. Annual enrollment consists of the number of students enrolled on Census Day (the first Wednesday in October). This information was submitted to the CDE as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS).

### Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24
American Indian	0.26%	0.27%	0.14%	2	2	1
African American	3.34%	3.29%	3.76%	26	24	26
Asian	1.03%	1.37%	1.30%	8	10	9
Filipino	2.70%	2.47%	2.17%	21	18	15
Hispanic/Latino	83.70%	82.99%	82.92%	652	605	573
Pacific Islander	0.26%	0.27%	0.14%	2	2	1
White	7.32%	7.96%	8.25%	57	58	57
Multiple/No Response	1.41%	1.37%	1.30%	11	10	9
<b>Total Enrollment</b>				779	729	691

### Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	21-22	22-23	23-24
Kindergarten	90	73	68
Grade 1	69	72	69
Grade 2	76	69	67
Grade3	72	75	66
Grade 4	95	68	72
Grade 5	88	94	66
Grade 6	101	89	93
Grade 7	91	100	87
Grade 8	97	89	102
<b>Total Enrollment</b>	779	729	691

#### Conclusions based on this data:

This data shows that in 2023-2024 Marshall's top 3 significant student groups are Hispanics (83%), followed by Whites (8%), and then African American students (4%). The middle school student population continues to grow as we are a fully established K-8 school. The Outreach Specialist and Counselor help support all students who are entering Marshall and educate students in 8th grade about A-G Requirements in High School. Additionally, some Marshall staff

and parents attend the Family and Community Engagement Advisory Group meetings made available to all parents. This aligns with Strategic Action Plan standard 4.0 - Family/Community Alliances for Student Success.

# School and Student Performance Data

## English Learner (EL) Enrollment

This report displays the annual K-12 public school enrollment by English Language Acquisition Status (ELAS). This information was submitted to the CDE as part of the annual Fall 1 data submission in the California Longitudinal Pupil Achievement Data System (CALPADS).

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	21-22	22-23	23-24	21-22	22-23	23-24
English Learners	193	172	138	22.80%	24.8%	19.9%
Fluent English Proficient (FEP)	100	85	100	14.80%	12.8%	14.4%
Reclassified Fluent English Proficient (RFEP)			63	17.0%		45.6%

### Conclusions based on this data:

Our 2024-2025 school year data shows that 18% (129) of students are English Learners and 89 (12%) are fully English proficient. 38 (29%) students were reclassified this recent year. Teachers use targeted ELD instruction in small groups focused on vocabulary development, reading comprehension, and writing. Staff is trained on how to incorporate various teaching strategies to improve language instruction for English Language Learners. Staff use integrated ELD strategies and evidence-based practices during instruction to support EL students.

# School and Student Performance Data

## Star Early Literacy

Thurgood Marshall TK-8 School											
		Less than Proficient				Proficient				Star Early Literacy Average	
		Level 1		Level 2		Level 3		Level 4			
Grade	Total # Tested	Total	%	Total	%	Total	%	Total	%	Level	Scale Score
<b>Grade K</b>	46	9	20%	4	9%	3	7%	30	65%	Level 4	805
<b>Grade 1</b>	60	14	23%	8	13%	6	10%	32	53%	Level 3	828
<b>Grade 2</b>	3	3	100%	0	0%	0	0%	0	0%	Level 1	750

### Conclusions based on this data:

The 2024-2025 STAR Early Literacy data reflects that many of our Kindergarten students are at a level four (At/Above Benchmark). There are 14 (19%) of kindergarten students who are On Watch. Many of them are late transitional readers who receive small group instruction targeting letter sounds, and initial and ending sounds, and should move into the At/Above band. Students in the 1st grade are at 43% At/Above Benchmark. Kindergarten teachers consistently use ESGI data to guide instruction including creating fluid literacy groups facilitated by teachers and paraeducators. First grade teachers support literacy groups during their Universal Access time.

There were no students in the 2nd grade who were assessed with the Early Literacy test (which is only given to 2nd graders when they score below a certain threshold on the Star Reading).

# School and Student Performance Data

## Star Reading

Thurgood Marshall TK-8 School											
		Less than Proficient				Proficient				Star Reading Average	
		Level 1		Level 2		Level 3		Level 4			
Grade	Total # Tested	Total	%	Total	%	Total	%	Total	%	Level	Scale Score
<b>Grade 2</b>	62	15	24%	17	27%	16	26%	14	23%	Level 2	930
<b>Grade 3</b>	67	22	33%	19	28%	20	30%	6	9%	Level 2	960
<b>Grade 4</b>	77	24	31%	13	17%	19	25%	21	27%	Level 2	1009
<b>Grade 5</b>	77	17	22%	13	17%	31	40%	16	21%	Level 2	1041
<b>Grade 6</b>	93	29	31%	21	23%	39	42%	4	4%	Level 2	1044
<b>Grade 7</b>	79	28	35%	21	27%	19	24%	11	14%	Level 2	1057
<b>Grade 8</b>	81	24	30%	30	37%	22	27%	5	6%	Level 2	1069

### Conclusions based on this data:

Spring 2025 Star Reading data showed a decline from Winter 2025 Star data scores. Grade 2 had a slight decline from 34% proficiency to 31% proficiency in reading. Grade 3 maintained at 43% proficiency. Gr. 4 had the highest gains in reading proficiency from 48% - 54% proficiency in reading. Grade 6-8 Star Reading scores did not reflect accurate percentages as many students were missing test scores. Star Reading performance data was closely monitored through Leadership Team meetings, student monitoring meetings, and teacher collaboration times.

# School and Student Performance Data

## Star Math

Thurgood Marshall TK-8 School											
		Less than Proficient				Proficient				Star Math Average	
		Level 1		Level 2		Level 3		Level 4			
Grade	Total # Tested	Total	%	Total	%	Total	%	Total	%	Level	Scale Score
<b>Grade 1</b>	60	21	35%	15	25%	14	23%	10	17%	Level 2	835
<b>Grade 2</b>	65	21	32%	13	20%	23	35%	8	12%	Level 2	914
<b>Grade 3</b>	68	18	26%	20	29%	19	28%	11	16%	Level 2	964
<b>Grade 4</b>	77	16	21%	26	34%	21	27%	14	18%	Level 2	1022
<b>Grade 5</b>	79	24	30%	18	23%	17	22%	20	25%	Level 2	1058
<b>Grade 6</b>	91	36	40%	31	34%	16	18%	8	9%	Level 2	1058
<b>Grade 7</b>	92	32	35%	22	24%	15	16%	23	25%	Level 2	1089
<b>Grade 8</b>	81	40	49%	23	28%	5	6%	13	16%	Level 1	1088

### Conclusions based on this data:

Spring 2025 Star Math data for Gr. 1-8 showed an increase from Winter 2025 Star Math scores and an increase from beginning of the year 2024 Star Math scores. Grade 5 had the largest percentage of students performing at the proficient levels with 46.8% proficiency. Grade 7 had the highest SGP (Student Growth Percentile) at 82.6% overall growth/increase with 41.3% at the proficient level. Grade 2-5 attribute many gains in math to the use of Zearn supplemental math materials. The spiral review was an efficient way to progress monitor student performance. Teachers were able to assign as homework practice and align it with math concepts being taught daily. Grade 6-8 will continue be a focus for intervention, as well as a math department focus on lesson designs targeting heavily weighted standards and developing the format of tests given. Math TOSAs will work closely with middle school teachers on lesson design and common formative assessments.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

The Smarter Balanced Summative Assessments for ELA and mathematics are an annual measure of what students know and can do using the Common Core State Standards for English language arts/literacy and mathematics.

The purpose of the Smarter Balanced Summative Assessments is to assess student knowledge and skills for English language arts/literacy (ELA) and mathematics, as well as how much students have improved since the previous year. These measures help identify and address gaps in knowledge or skills early so students get the support they need for success in higher grades and for college and career readiness.

All students in grades three through eight and grade eleven take the Smarter Balanced Summative Assessments unless a student's active individualized education program (IEP) designates the California Alternate Assessments.

Visit the California Department of Education's [Smarter Balanced Assessment System](#) web page for more information.

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Grade 3	72	74	67	71	73	66	71	73	66	98.6	98.6	98.5
Grade 4	96	68	70	93	67	69	93	67	69	96.9	98.5	98.6
Grade 5	91	94	65	90	93	60	90	93	60	98.9	98.9	92.3
Grade 6	100	90	90	100	87	89	100	87	89	100.0	96.7	98.9
Grade 7	92	102	87	92	102	84	92	102	84	100.0	100.0	96.6
Grade 8	99	87	99	97	85	89	97	85	89	98.0	97.7	89.9
All Grades	550	515	478	543	507	457	543	507	457	98.7	98.4	95.6

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Grade 3	2373.	2397.	2409.	12.68	13.70	13.64	18.31	26.03	34.85	21.13	21.92	21.21	47.89	38.36	30.30
Grade 4	2458.	2422.	2462.	18.28	11.94	23.19	31.18	25.37	27.54	22.58	22.39	17.39	27.96	40.30	31.88
Grade 5	2465.	2513.	2506.	11.11	25.81	25.00	26.67	20.43	30.00	24.44	31.18	16.67	37.78	22.58	28.33
Grade 6	2488.	2476.	2494.	10.00	2.30	13.48	22.00	20.69	24.72	32.00	36.78	20.22	36.00	40.23	41.57
Grade 7	2526.	2500.	2475.	5.43	7.84	2.38	34.78	28.43	19.05	33.70	19.61	28.57	26.09	44.12	50.00
Grade 8	2534.	2532.	2502.	11.34	5.88	5.62	25.77	30.59	21.35	30.93	35.29	25.84	31.96	28.24	47.19
All Grades	N/A	N/A	N/A	11.42	11.24	12.91	26.70	25.25	25.60	27.81	28.01	22.10	34.07	35.50	39.39

<b>Reading</b>									
<b>Demonstrating understanding of literary and non-fictional texts</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
<b>Grade 3</b>	4.23	12.33	13.64	61.97	54.79	66.67	33.80	32.88	19.70
<b>Grade 4</b>	18.28	7.46	15.94	59.14	64.18	60.87	22.58	28.36	23.19
<b>Grade 5</b>	7.78	22.58	20.00	64.44	59.14	56.67	27.78	18.28	23.33
<b>Grade 6</b>	12.00	6.90	13.48	50.00	56.32	49.44	38.00	36.78	37.08
<b>Grade 7</b>	9.78	7.84	3.57	66.30	56.86	59.52	23.91	35.29	36.90
<b>Grade 8</b>	17.53	4.71	10.11	57.73	65.88	44.94	24.74	29.41	44.94
<b>All Grades</b>	11.97	10.45	12.25	59.67	59.37	55.58	28.36	30.18	32.17

<b>Writing</b>									
<b>Producing clear and purposeful writing</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
<b>Grade 3</b>	9.86	10.96	12.12	36.62	58.90	56.06	53.52	30.14	31.82
<b>Grade 4</b>	10.75	7.46	15.94	68.82	58.21	62.32	20.43	34.33	21.74
<b>Grade 5</b>	14.44	23.66	21.67	53.33	53.76	50.00	32.22	22.58	28.33
<b>Grade 6</b>	4.00	9.20	12.36	57.00	45.98	52.81	39.00	44.83	34.83
<b>Grade 7</b>	8.70	10.78	4.76	68.48	48.04	50.00	22.83	41.18	45.24
<b>Grade 8</b>	13.40	9.41	11.24	53.61	63.53	44.94	32.99	27.06	43.82
<b>All Grades</b>	10.13	12.23	12.47	57.09	54.24	52.30	32.78	33.53	35.23

<b>Listening</b>									
<b>Demonstrating effective communication skills</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
<b>Grade 3</b>	5.63	5.48	7.58	74.65	83.56	83.33	19.72	10.96	9.09
<b>Grade 4</b>	10.75	7.46	5.80	76.34	68.66	73.91	12.90	23.88	20.29
<b>Grade 5</b>	10.00	8.60	20.00	72.22	81.72	65.00	17.78	9.68	15.00
<b>Grade 6</b>	14.00	8.05	8.99	68.00	81.61	73.03	18.00	10.34	17.98
<b>Grade 7</b>	8.70	5.88	3.57	80.43	78.43	75.00	10.87	15.69	21.43
<b>Grade 8</b>	6.19	12.94	4.49	75.26	72.94	67.42	18.56	14.12	28.09
<b>All Grades</b>	9.39	8.09	7.88	74.40	78.11	72.87	16.21	13.81	19.26

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Grade 3	7.04	9.59	13.64	60.56	67.12	62.12	32.39	23.29	24.24
Grade 4	13.98	4.48	13.04	66.67	71.64	69.57	19.35	23.88	17.39
Grade 5	8.89	22.58	21.67	63.33	64.52	63.33	27.78	12.90	15.00
Grade 6	9.00	2.30	14.61	67.00	77.01	55.06	24.00	20.69	30.34
Grade 7	13.04	8.82	5.95	63.04	63.73	58.33	23.91	27.45	35.71
Grade 8	11.34	9.41	7.87	58.76	72.94	62.92	29.90	17.65	29.21
All Grades	10.68	9.86	12.25	63.35	69.23	61.49	25.97	20.91	26.26

**Conclusions based on this data:**

In analyzing the overall achievement for all students according to 2024-2025 data, in Grades 3-8 in ELA, 28% of Grade 3 were at met or exceeded, Grade 4 were at 46% met or exceeded, 61% of 5th grade students were at met or exceeded, 35% of Grade 6 were at met or exceeded. 52% of Grade 7 were at met or exceeded and 17% of Grade 8 were at met or exceeded. This data indicates strong gains in Grade 5 and Grade 7 in their ELA data. Lowest gains were in Grade 3 and Gr.8. The data shows a large decrease in percentage in Grade 3 of Met/Exceeded in 2023-2024 from 48% to 28%. These are not the same cohort of students. To improve in English/Language Arts, a focus on targeted small group instruction will be monitored through MTSS and Student Monitoring meetings. The LIT (Literacy Intervention Teacher) will continue working with K-2 students in small groups using the LLI Curriculum. An ISP (Intervention Support Person) has been hired to target grades 2-4 reading intervention in small group. Before and after school tutoring will also be offered targeting specific skills with students demonstrating the need for additional support.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

The Smarter Balanced Summative Assessments for ELA and mathematics are an annual measure of what students know and can do using the Common Core State Standards for English language arts/literacy and mathematics.

The purpose of the Smarter Balanced Summative Assessments is to assess student knowledge and skills for English language arts/literacy (ELA) and mathematics, as well as how much students have improved since the previous year. These measures help identify and address gaps in knowledge or skills early so students get the support they need for success in higher grades and for college and career readiness.

All students in grades three through eight and grade eleven take the Smarter Balanced Summative Assessments unless a student's active individualized education program (IEP) designates the California Alternate Assessments.

Visit the California Department of Education's [Smarter Balanced Assessment System](#) web page for more information.

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Grade 3	72	74	67	71	73	67	71	73	67	98.6	98.6	100
Grade 4	96	68	70	94	67	69	93	67	69	97.9	98.5	98.6
Grade 5	91	94	65	90	93	60	90	93	60	98.9	98.9	92.3
Grade 6	100	90	90	100	87	89	100	87	89	100.0	96.7	98.9
Grade 7	92	102	88	92	102	84	92	102	84	100.0	100.0	95.5
Grade 8	99	87	99	97	86	89	97	86	89	98.0	98.9	89.9
All Grades	550	515	479	544	508	458	543	508	458	98.9	98.6	95.6

\* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Grade 3	2394.	2424.	2436.	8.45	13.70	20.90	15.49	34.25	34.33	35.21	26.03	20.90	40.85	26.03	23.88
Grade 4	2441.	2436.	2478.	12.90	13.43	18.84	20.43	17.91	28.99	27.96	35.82	27.54	38.71	32.84	24.64
Grade 5	2427.	2500.	2499.	2.22	23.66	26.67	10.00	21.51	11.67	28.89	25.81	26.67	58.89	29.03	35.00
Grade 6	2463.	2434.	2469.	8.00	4.60	11.24	17.00	4.60	10.11	23.00	19.54	26.97	52.00	71.26	51.69
Grade 7	2450.	2452.	2443.	2.17	3.92	4.76	7.61	7.84	5.95	29.35	30.39	27.38	60.87	57.84	61.90
Grade 8	2461.	2443.	2445.	6.19	0.00	2.25	10.31	3.49	10.11	19.59	22.09	20.22	63.92	74.42	67.42
All Grades	N/A	N/A	N/A	6.63	9.65	12.88	13.44	14.17	15.94	26.89	26.38	24.89	53.04	49.80	46.29

<b>Problem Solving &amp; Modeling/Data Analysis</b>									
<b>Using appropriate tools and strategies to solve real world and mathematical problems</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
<b>Grade 3</b>	12.68	17.81	22.39	45.07	57.53	55.22	42.25	24.66	22.39
<b>Grade 4</b>	9.68	13.43	15.94	48.39	52.24	59.42	41.94	34.33	24.64
<b>Grade 5</b>	1.11	22.58	16.67	51.11	49.46	48.33	47.78	27.96	35.00
<b>Grade 6</b>	5.00	3.45	12.36	43.00	31.03	37.08	52.00	65.52	50.56
<b>Grade 7</b>	3.26	2.94	2.38	45.65	57.84	38.10	51.09	39.22	59.52
<b>Grade 8</b>	6.19	0.00	3.37	43.30	47.67	49.44	50.52	52.33	47.19
<b>All Grades</b>	6.08	9.65	11.35	46.04	49.21	47.16	47.88	41.14	41.48

<b>Communicating Reasoning</b>									
<b>Demonstrating ability to support mathematical conclusions</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
<b>Grade 3</b>	7.04	15.07	13.43	56.34	67.12	73.13	36.62	17.81	13.43
<b>Grade 4</b>	13.98	11.94	18.84	52.69	52.24	53.62	33.33	35.82	27.54
<b>Grade 5</b>	0.00	13.98	18.33	60.00	59.14	53.33	40.00	26.88	28.33
<b>Grade 6</b>	10.00	3.45	13.48	56.00	52.87	52.81	34.00	43.68	33.71
<b>Grade 7</b>	3.26	5.88	2.38	66.30	60.78	55.95	30.43	33.33	41.67
<b>Grade 8</b>	3.09	1.16	3.37	54.64	51.16	47.19	42.27	47.67	49.44
<b>All Grades</b>	6.26	8.27	10.92	57.64	57.28	55.46	36.10	34.45	33.62

**Conclusions based on this data:**

According to 2024 - 2025 student performance data, Marshall improved in the percentage of students scoring at Met/Exceeded. Grades 5 (52%) and Grade 7 (30%) showed the highest gains in overall performance. They had the most significant increase in exceeded and met in math. Through close progress monitoring of individual students in Mathematics, students not making adequate progress will be provided small group instruction consistently through the week. Grade 6-8 students in mathematics will be provided tutoring through Desmos and IXL before and/or after school. Small group instruction will give extra support to students with their outcomes closely monitored by teachers. Data meetings and collaboration with teachers will focus on the progress monitoring of students through STAR Math and other assessments. Common formative assessments will be developed in the pacing for progress monitoring.

# School and Student Performance Data

The English Language Proficiency Assessments for California (ELPAC) system is used to determine and monitor the progress of the English language proficiency for students whose primary language is not English. The ELPAC is aligned with the 2012 California English Language Development Standards and assesses four domains: listening, speaking, reading, and writing.

Visit the California Department of Education's [English Language Proficiency Assessments for California \(ELPAC\)](http://English Language Proficiency Assessments for California (ELPAC)) web page or the [ELPAC.org](http://ELPAC.org) website for more information about the ELPAC.

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		1417.3	1373.5		1421.6	1387.2		1407.2	1341.6	0	17	20
<b>1</b>		1428.6	1454.5		1446.8	1459.5		1410.0	1448.9	0	24	19
<b>2</b>	*	1472.9	1467.1	*	1476.6	1477.6	*	1468.9	1456.1	19	16	21
<b>3</b>	1471.3	1480.2	1498.7	1465.9	1474.6	1502.2	1476.1	1485.6	1494.6	18	18	16
<b>4</b>	1520.4	1504.5	1504.1	1525.6	1495.2	1501.3	1514.8	1513.1	1506.5	36	16	16
<b>5</b>	1535.2	1545.5	*	1529.6	1540.8	*	1540.2	1549.8	*	26	25	8
<b>6</b>	1535.7	1530.8	1530.8	1522.0	1525.6	1536.8	1549.1	1535.5	1524.2	12	21	18
<b>7</b>	1560.3	1545.9	1530.5	1564.3	1551.2	1526.9	1555.9	1540.1	1533.1	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	6	8	4
<b>All Grades</b>										131	156	136

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		5.88	5.00		47.06	20.00		35.29	45.00		11.76	30.00		17	20
<b>1</b>		0.00	10.53		20.83	31.58		50.00	47.37		29.17	10.53		24	19
<b>2</b>	*	6.25	9.52	*	50.00	28.57	*	18.75	47.62	*	25.00	14.29	*	16	21
<b>3</b>	0.00	5.56	12.50	33.33	44.44	50.00	33.33	22.22	25.00	33.33	27.78	12.50	18	18	16
<b>4</b>	27.78	25.00	6.25	41.67	18.75	50.00	25.00	25.00	31.25	5.56	31.25	12.50	36	16	16
<b>5</b>	23.08	32.00	*	42.31	44.00	*	26.92	20.00	*	7.69	4.00	*	26	25	*
<b>6</b>	16.67	28.57	5.56	58.33	38.10	61.11	16.67	19.05	27.78	8.33	14.29	5.56	12	21	18
<b>7</b>	21.43	36.36	21.43	64.29	27.27	35.71	14.29	18.18	21.43	0.00	18.18	21.43	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	19.83	17.31	11.76	44.83	37.82	36.03	25.00	26.28	38.24	10.34	18.59	13.97	116	156	136

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		5.88	15.00		29.41	15.00		47.06	35.00		17.65	35.00		17	20
<b>1</b>		12.50	15.79		41.67	42.11		20.83	31.58		25.00	10.53		24	19
<b>2</b>	*	18.75	23.81	*	43.75	42.86	*	31.25	28.57	*	6.25	4.76	*	16	21
<b>3</b>	16.67	38.89	43.75	33.33	16.67	25.00	16.67	16.67	18.75	33.33	27.78	12.50	18	18	16
<b>4</b>	44.44	31.25	25.00	38.89	25.00	56.25	13.89	12.50	12.50	2.78	31.25	6.25	36	16	16
<b>5</b>	30.77	52.00	*	65.38	44.00	*	0.00	4.00	*	3.85	0.00	*	26	25	*
<b>6</b>	41.67	33.33	44.44	33.33	42.86	50.00	25.00	19.05	5.56	0.00	4.76	0.00	12	21	18
<b>7</b>	42.86	36.36	35.71	50.00	45.45	28.57	7.14	18.18	28.57	0.00	0.00	7.14	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	35.34	30.13	29.41	43.97	37.18	36.03	12.93	19.23	24.26	7.76	13.46	10.29	116	156	136

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		5.88	0.00		29.41	20.00		52.94	50.00		11.76	30.00		17	20
<b>1</b>		0.00	5.26		12.50	21.05		54.17	52.63		33.33	21.05		24	19
<b>2</b>	*	0.00	0.00	*	31.25	28.57	*	50.00	42.86	*	18.75	28.57	*	16	21
<b>3</b>	0.00	0.00	6.25	22.22	33.33	31.25	38.89	38.89	43.75	38.89	27.78	18.75	18	18	16
<b>4</b>	5.56	12.50	6.25	27.78	25.00	18.75	52.78	31.25	56.25	13.89	31.25	18.75	36	16	16
<b>5</b>	15.38	24.00	*	23.08	28.00	*	46.15	36.00	*	15.38	12.00	*	26	25	*
<b>6</b>	16.67	14.29	0.00	41.67	28.57	27.78	25.00	33.33	50.00	16.67	23.81	22.22	12	21	18
<b>7</b>	14.29	0.00	0.00	35.71	45.45	42.86	42.86	18.18	21.43	7.14	36.36	35.71	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	8.62	8.33	2.94	28.45	29.49	26.47	44.83	39.10	47.79	18.10	23.08	22.79	116	156	136

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		5.88	10.00		76.47	55.00		17.65	35.00		17	20
<b>1</b>		33.33	15.79		37.50	73.68		29.17	10.53		24	19
<b>2</b>	*	25.00	23.81	*	56.25	71.43	*	18.75	4.76	*	16	21
<b>3</b>	38.89	22.22	25.00	27.78	50.00	62.50	33.33	27.78	12.50	18	18	16
<b>4</b>	55.56	37.50	31.25	38.89	31.25	37.50	5.56	31.25	31.25	36	16	16
<b>5</b>	19.23	48.00	*	80.77	44.00	*	0.00	8.00	*	26	25	*
<b>6</b>	0.00	14.29	33.33	83.33	71.43	55.56	16.67	14.29	11.11	12	21	18
<b>7</b>	42.86	9.09	21.43	57.14	72.73	50.00	0.00	18.18	28.57	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	34.48	25.00	22.06	55.17	55.77	58.82	10.34	19.23	19.12	116	156	136

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		17.65	15.00		64.71	45.00		17.65	40.00		17	20
<b>1</b>		12.50	21.05		58.33	73.68		29.17	5.26		24	19
<b>2</b>	*	31.25	14.29	*	56.25	76.19	*	12.50	9.52	*	16	21
<b>3</b>	31.25	33.33	43.75	31.25	55.56	37.50	37.50	11.11	18.75	16	18	16
<b>4</b>	35.29	37.50	56.25	58.82	37.50	31.25	5.88	25.00	12.50	34	16	16
<b>5</b>	69.23	84.00	*	26.92	16.00	*	3.85	0.00	*	26	25	*
<b>6</b>	58.33	52.38	66.67	41.67	47.62	33.33	0.00	0.00	0.00	12	21	18
<b>7</b>	64.29	81.82	57.14	35.71	18.18	28.57	0.00	0.00	14.29	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	49.11	46.15	38.97	42.86	42.31	47.06	8.04	11.54	13.97	112	156	136

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		5.88	0.00		88.24	70.00		5.88	30.00		17	20
<b>1</b>		0.00	21.05		50.00	52.63		50.00	26.32		24	19
<b>2</b>	*	18.75	0.00	*	62.50	71.43	*	18.75	28.57	*	16	21
<b>3</b>	5.56	0.00	6.25	38.89	50.00	62.50	55.56	50.00	31.25	18	18	16
<b>4</b>	11.11	6.25	6.25	63.89	62.50	56.25	25.00	31.25	37.50	36	16	16
<b>5</b>	19.23	32.00	*	53.85	60.00	*	26.92	8.00	*	26	25	*
<b>6</b>	16.67	4.76	0.00	50.00	42.86	50.00	33.33	52.38	50.00	12	21	18
<b>7</b>	21.43	9.09	0.00	42.86	54.55	57.14	35.71	36.36	42.86	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	12.93	10.90	5.88	54.31	57.69	60.29	32.76	31.41	33.82	116	156	136

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
<b>K</b>		29.41	20.00		52.94	50.00		17.65	30.00		17	20
<b>1</b>		0.00	5.26		70.83	68.42		29.17	26.32		24	19
<b>2</b>	*	0.00	4.76	*	75.00	80.95	*	25.00	14.29	*	16	21
<b>3</b>	11.11	11.11	0.00	61.11	77.78	93.75	27.78	11.11	6.25	18	18	16
<b>4</b>	11.11	25.00	25.00	80.56	50.00	62.50	8.33	25.00	12.50	36	16	16
<b>5</b>	30.77	28.00	*	50.00	56.00	*	19.23	16.00	*	26	25	*
<b>6</b>	41.67	52.38	16.67	50.00	38.10	72.22	8.33	9.52	11.11	12	21	18
<b>7</b>	0.00	18.18	21.43	100.00	63.64	71.43	0.00	18.18	7.14	14	11	14
<b>8</b>	*	*	*	*	*	*	*	*	*	*	*	*
<b>All Grades</b>	16.52	19.87	12.50	69.57	62.18	72.06	13.91	17.95	15.44	115	156	136

**Conclusions based on this data:**

For the 2024-2025 school year, 27% of Marshall's English Learners were Reclassified. Teachers continue to provide strategies and support for the ELs in the classroom. Teachers provide students opportunities to practice ELPAC formatted questions throughout the school year. 6th-8th grade teachers are targeting long-term EL students by incorporating AVID Excel strategies into the classroom in addition to planning and designing lessons to meet the needs of English Learners. For the 2025-2026 school year, ELPAC IABs will administered each trimester to monitor the progress of English Learners, and to provide the rigor and format of ELPAC test questions.

# School and Student Performance Data

## California School Dashboard Student Population

The 2024 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

This section provides information about the school's student population.

2023-24 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
691	75.7%	20.7%	0.7%
Total Number of Students enrolled in Thurgood Marshall TK-8 School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2023-24 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	143	20.7%
Foster Youth	5	0.7%
Homeless	40	5.8%
Socioeconomically Disadvantaged	523	75.7%
Students with Disabilities	132	19.1%

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	26	3.8%
American Indian	1	0.1%
Asian	9	1.3%
Filipino	15	2.2%
Hispanic	573	82.9%
Two or More Races	9	1.3%
Pacific Islander	1	0.1%
White	57	8.2%

**Conclusions based on this data:**

In 2024, 75% of the students at Marshall are socioeconomically disadvantaged, 20.7% of students are English Learners. The significant ethnic groups include Hispanic, White and African American. Based on this data, Marshall will focus on strengthening designated and integrated English Language Development for English Learners. Teachers will analyze formative and summative assessments throughout the year that will help drive instruction, allowing teachers to progress monitor student achievement and develop specific targeted intervention for the needs of the students. Marshall will be monitoring the various student groups throughout the year. This will be done through Student Monitoring meetings after each assessment, as well as through SSTs to create goals that will target specific areas of need.

# School and Student Performance Data

## Overall Performance

The 2024 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."



### 2024 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  Orange	<b>Chronic Absenteeism</b>  Yellow	<b>Suspension Rate</b>  Orange
<b>Mathematics</b>  Yellow		
<b>English Learner Progress</b>  Orange		

#### Conclusions based on this data:

The Fall 2024 CA Dashboard data indicates that Marshall exited ATSI status. Suspension rates showed increase in suspension rates and a drop from the Green performance band to Orange. Other indicators according to the Fall 2024 CA Dashboard data shows that English Learner progress is in the Orange performance range. Chronic absenteeism shows a performance range in the Yellow band, indicating a decline from the Orange band. Math performance is in the

Yellow range, also with an increase of 8.9 points. English Language Arts is in the orange performance range with an indicator that all students maintained at this level.

# School and Student Performance Data

## Academic Performance English Language Arts

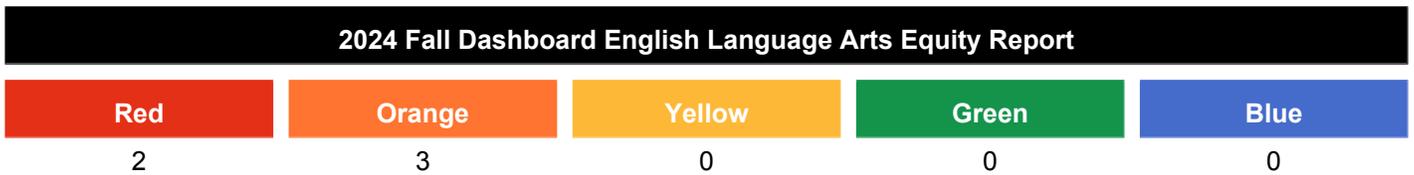
The 2024 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”



This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2024 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p>  <p>Orange</p> <p>36.7 points below standard</p> <p>Maintained 1.1 points</p> <p>448 Students</p>	<p><b>English Learners</b></p>  <p>Red</p> <p>72.0 points below standard</p> <p>Maintained 2.2 points</p> <p>133 Students</p>	<p><b>Long-Term English Learners</b></p>  <p>No Performance Color</p> <p>122.4 points below standard</p> <p>Declined 19.4 points</p> <p>38 Students</p>
<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>5 Students</p>	<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>119.3 points below standard</p> <p>Declined 20.6 points</p> <p>23 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Orange</p> <p>47.5 points below standard</p> <p>Maintained 1.0 points</p> <p>344 Students</p>

<p><b>Students with Disabilities</b></p>  <p>Red</p> <p>131.7 points below standard</p> <p>Declined 16.4 points</p> <p>103 Students</p>	<p><b>African American</b></p>  <p>No Performance Color</p> <p>51.1 points below standard</p> <p>Declined 24.5 points</p> <p>14 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>1 Student</p>
<p><b>Asian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>5 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>64.5 points above standard</p> <p>Declined 34.5 points</p> <p>13 Students</p>	<p><b>Hispanic</b></p>  <p>Orange</p> <p>43.6 points below standard</p> <p>Maintained 0.5 points</p> <p>372 Students</p>
<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>7 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>1 Student</p>	<p><b>White</b></p>  <p>Orange</p> <p>20.2 points below standard</p> <p>Declined 14.2 points</p> <p>35 Students</p>

**Conclusions based on this data:**

According to the Fall 2024 CA Dashboard data in English Language Arts, there were 2 student groups in the Red performance range. These were English Learners and Students with Disabilities. English Learners maintained and SWD declined in English Language Arts. There were 3 student groups who fell in the Orange performance range - Socioeconomically Disadvantaged, White, and Hispanic. Although not a significant student group, African American students decreased 24.5 points in English Language Arts. Filipino students also decreased 34.5 points. The Homeless student group and Long Term English Learners also declined in English Language Arts. Tier 2 interventions will be maintained to assure these student groups have additional supports and are closely monitored throughout the school year.

# School and Student Performance Data

## Academic Performance Mathematics

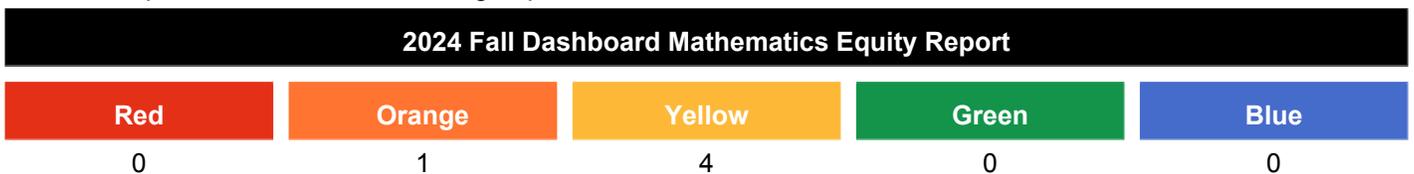
The 2024 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

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Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”



This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2024 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p>  <p>Yellow</p> <p>68.9 points below standard</p> <p>Increased 11.3 points</p> <p>448 Students</p>	<p><b>English Learners</b></p>  <p>Yellow</p> <p>92.3 points below standard</p> <p>Increased 14.0 points</p> <p>133 Students</p>	<p><b>Long-Term English Learners</b></p>  <p>No Performance Color</p> <p>174.0 points below standard</p> <p>Declined 19.2 points</p> <p>38 Students</p>
<p><b>Foster Youth</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>5 Students</p>	<p><b>Homeless</b></p>  <p>No Performance Color</p> <p>142.5 points below standard</p> <p>Declined 29.6 points</p> <p>23 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p>  <p>Yellow</p> <p>83.1 points below standard</p> <p>Increased 7.7 points</p> <p>344 Students</p>

<p><b>Students with Disabilities</b></p>  <p>Orange</p> <p>153.1 points below standard</p> <p>Increased 6.0 points</p> <p>103 Students</p>	<p><b>African American</b></p>  <p>No Performance Color</p> <p>72.8 points below standard</p> <p>Increased 18.3 points</p> <p>14 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>1 Student</p>
<p><b>Asian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>5 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>75.4 points above standard</p> <p>Increased 23.8 points</p> <p>13 Students</p>	<p><b>Hispanic</b></p>  <p>Yellow</p> <p>79.8 points below standard</p> <p>Increased 8.1 points</p> <p>372 Students</p>
<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>7 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students</p> <p>1 Student</p>	<p><b>White</b></p>  <p>Yellow</p> <p>28.1 points below standard</p> <p>Increased 17.0 points</p> <p>35 Students</p>

**Conclusions based on this data:**

According to the Fall 2024 CA Dashboard data, All Students increased 11.3 points in mathematics. There were no student groups who fell in the Red performance range. Hispanic students increased by 8.1 points and Filipino students increased significantly by 23.8 points. White students increased in math by 17.0 points. Current English Learners increased significantly by 14.0 points. Homeless students decreased in math by 29.6 points. Marshall will continue to use evidence-based EL strategies for English Learners. We will also strengthen our work with Mathematical Mindset training. Teachers will be provided collaboration time to discuss successful strategies used in the classroom along with the guidance of the District Math manager to ensure that instruction in mathematics is being implemented more effectively. Teachers will continue their work with Math TOSAs in designing common formative assessments that align with the format of CAASPP test questions.

# School and Student Performance Data

## Academic Performance English Learner Progress

The 2024 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

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This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2024 Fall Dashboard English Learner Progress Indicator

English Learner Progress	Long-Term English Learner Progress
 Orange 49.1% making progress. Number Students: 116 Students	 No Performance Color 50% making progress. Number Students: 24 Students

This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2024 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
21.6%	29.3%	1.7%	47.4%

#### Conclusions based on this data:

According to the Fall 2024 CA Dashboard data, 49.1% of English Learners are making progress toward English language proficiency. They showed an increase of 47.4%. At Marshall, the majority of English Learners are at the moderately developed level. Marshall will use evidence-based strategies to increase the proficiency levels of our English Language Learners. Grade level teams will collaborate to specifically focus on the needs of the EL students based on their performance level. Designated and Integrated ELD will be implemented using district adopted materials. Middle school students will have opportunities to use AVID Excel strategies within the classroom in order to target English Learner growth.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

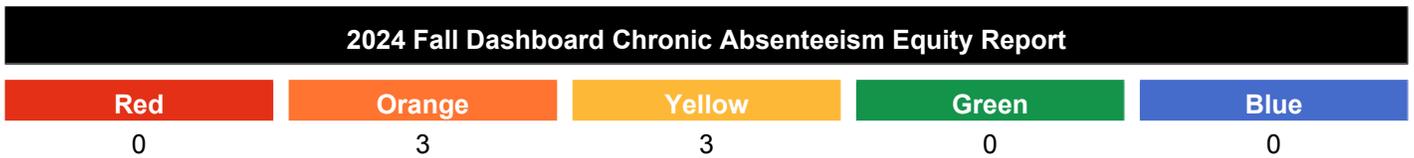
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Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."



This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2024 Fall Dashboard Chronic Absenteeism Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>23.5% Chronically Absent</p> <p>Declined 6.3</p> <p>712 Students</p>	<p><b>English Learners</b></p> <p>Orange</p> <p>27.2% Chronically Absent</p> <p>Declined 2.9</p> <p>173 Students</p>	<p><b>Long-Term English Learners</b></p> <p>No Performance Color</p> <p>29.5% Chronically Absent</p> <p>Increased 8.9</p> <p>44 Students</p>
<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>8 Students</p>	<p><b>Homeless</b></p> <p>Orange</p> <p>31.8% Chronically Absent</p> <p>Declined 2.4</p> <p>44 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Yellow</p> <p>26.3% Chronically Absent</p> <p>Declined 6.2</p> <p>548 Students</p>

<p><b>Students with Disabilities</b></p>  <p>Orange</p> <p>26.8% Chronically Absent</p> <p>Declined 8</p> <p>142 Students</p>	<p><b>African American</b></p>  <p>No Performance Color</p> <p>14.8% Chronically Absent</p> <p>Declined 3.7</p> <p>27 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>1 Student</p>
<p><b>Asian</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>9 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>0% Chronically Absent</p> <p>Declined 21.1</p> <p>15 Students</p>	<p><b>Hispanic</b></p>  <p>Yellow</p> <p>25.7% Chronically Absent</p> <p>Declined 6.1</p> <p>591 Students</p>
<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>9 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>1 Student</p>	<p><b>White</b></p>  <p>Yellow</p> <p>16.9% Chronically Absent</p> <p>Declined 0.8</p> <p>59 Students</p>

**Conclusions based on this data:**

Chronic absenteeism was a continued primary focus with targeted interventions for the 2024-2025 school year. Marshall developed an incentive-based program for students with chronic absenteeism. The ORC in coordination with the Attendance Technician monitored absences and provided outside resources to the families as needed. Site SART meetings are held frequently to educate parents on the importance of school attendance and to identify any obstacles students may be facing that are preventing them from being at school and on time every day. Although overall Chronic Absenteeism declined by 6.3%, the English Learner, Homeless, and Student with Disabilities students groups are in the Orange performance level. Home visits will continue to be conducted to connect with those students whose families are not keeping in touch with the school. Overall, all students and student groups decreased in Chronic Absenteeism, showing improvement in attendance.

# School and Student Performance Data

## Conditions & Climate Suspension Rate

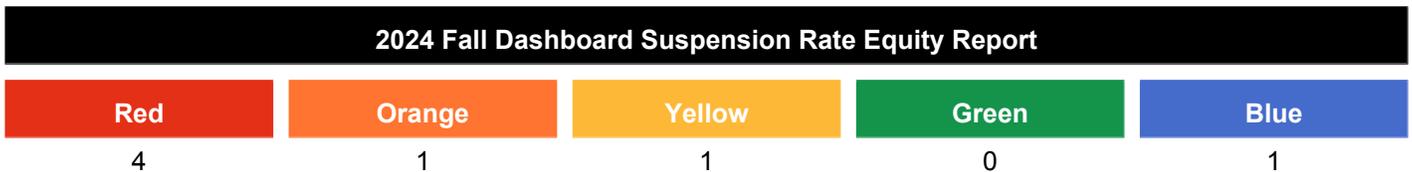
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This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2024 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Orange</p> <p>3.2% suspended at least one day</p> <p>Increased 0.4%</p> <p>725 Students</p>	<p><b>English Learners</b></p> <p>Red</p> <p>4% suspended at least one day</p> <p>Increased 2.4%</p> <p>175 Students</p>	<p><b>Long-Term English Learners</b></p> <p>Red</p> <p>9.1% suspended at least one day</p> <p>Increased 9.1%</p> <p>44 Students</p>
<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>8 Students</p>	<p><b>Homeless</b></p> <p>Blue</p> <p>0% suspended at least one day</p> <p>Declined 7.5%</p> <p>49 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Orange</p> <p>3.6% suspended at least one day</p> <p>Increased 0.7%</p> <p>557 Students</p>

<p><b>Students with Disabilities</b></p>  <p>Red</p> <p>7.7% suspended at least one day</p> <p>Increased 4.1%</p> <p>143 Students</p>	<p><b>African American</b></p>  <p>No Performance Color</p> <p>0% suspended at least one day</p> <p>Maintained 0%</p> <p>30 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>1 Student</p>
<p><b>Asian</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>9 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>0% suspended at least one day</p> <p>Maintained 0%</p> <p>15 Students</p>	<p><b>Hispanic</b></p>  <p>Yellow</p> <p>2.8% suspended at least one day</p> <p>Maintained 0%</p> <p>601 Students</p>
<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>9 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Fewer than 11 students - data not displayed for privacy</p> <p>1 Student</p>	<p><b>White</b></p>  <p>Red</p> <p>8.5% suspended at least one day</p> <p>Increased 3.6%</p> <p>59 Students</p>

**Conclusions based on this data:**

According to the Fall 2024 CA Dashboard data, All students performed in the Orange range with an increase of 0.4% in suspensions. 4 student groups fell in the Red performance range and these are the English Learner, Long Term English Learners, Homeless, and Students with Disabilities student groups. Marshall has established a progressive discipline policy and has trained staff in CHAMPS and PBIS strategies to help target behavioral problems. Behaviorists and paraeducators provided support for students with extreme behaviors. School counselors conduct check-ins with specific students, as well as providing SEL lessons in the classrooms.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal 1

### Title and Description of School Goal

Broad statement that describes the desired result to which all strategies/activities are directed.

#### Student Academic Engagement and Achievement

Dramatically accelerate student academic engagement and achievement across all Oxnard populations through coherent additive approaches, essential pedagogical principles, and high-leverage practices.

### LCAP Goal to which this School Goal is Aligned

LCAP goal to which this school goal is aligned.

LCAP Goal 1 - Student Academic Engagement and Achievement

### Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Foster high intellectual performance.  
Strengthen instruction and student engagement.  
Develop student profile-driven lesson design.  
Foster multilingualism.  
Use technology to enhance instruction.

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that your school will use as a means of evaluating progress toward accomplishing the goal.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Star Early Literacy	Spring 2024-2025 Percentage of students who scored At/Above benchmark: Kinder - 69% Grade 1 - 54%	2025-2026 Kindergarten-Increase the number of students that score At or Above Benchmark on the Spring assessment by 5% or more.  1st Grade-Increase the number of students that score At or Above Benchmark on the Spring assessment by 10% or more.
Star Reading	Spring 2024 - 2025 Percentage of students who scored At/Above benchmark: Grade 2 - 40% Grade 3 - 40% Grade 4 - 46% Grade 5 - 65% Grade 6 - 39% Grade 7 - 30% Grade 8 - 33%	2025-2026 Grades 2 -8: Number of students who score At/Above benchmark will increase by 10% on the Spring assessment.  Students will demonstrate growth by moving one or two levels across the different levels.  3-5% of students will move from Approaching to At/Above Benchmark.

Star Math	Spring 2024 -2025 Percentage of students who scored At/Above benchmark: Grade 1 - 46% Grade 2 - 45% Grade 3 - 45% Grade 4 - 41% Grade 5 - 47% Grade 6 - 25% Grade 7 - 26% Grade 8 - 32%	2025-2026 Grades 1-8: Number of students in grades 1-8 who score At/Above benchmark will increase by 10% on the Spring assessment.  3-5% of students will demonstrate growth by moving one or two levels from intervention or on-watch to at/above benchmark.
Reclassification Rates	2024-2025 27% of EL students (37) in grades 3-8 reclassified.	2025-2026 The reclassification rate will increase by at least 5-7%.
CAASPP ELA	2024-2025 Percentage of students who Met/Exceeded standards: Grade 3 - 27% Grade 4 - 42% Grade 5 - 60% Grade 6 - 35% Grade 7 - 51% Grade 8 - 17%	2025-2026 Students will demonstrate growth by moving one or two levels across the different achievement bands, and 10% of students will move from Nearly Met to Met/Exceeded.
CAASPP Math	2024-2025 Percentage of students who Met/Exceeded standards: Grade 3 - 40% Grade 4 - 48% Grade 5 - 54% Grade 6 - 30% Grade 7 - 30% Grade 8 - 10%	2025 -2026 Students will demonstrate growth by moving one or two levels across the different achievement bands, and 10% of students will move from Nearly Met to Met/Exceeded.
ELPAC	2024-2025 Percentage of students who scored at a Level 3 or higher: Gr. 1 - 25% Gr. 2 - 29% Gr. 3 - 50% Gr. 4 - 29% Gr. 5 - 68% Gr. 6 - 80% Gr. 7 - 71% Gr. 8 - 55%	2025-2026 Increase the number of students who score a Level 3 or higher on the ELPAC assessment by 10% or more.

## Strategies/Activities

Complete the Strategy/Activity Table with each of your school's strategies/activities. Add additional rows as necessary.

Strategy/ Activity #	Description	Students to be Served	Proposed Expenditures
1.1	English Language Arts (ELA) and Math:	All Students	

	<p>The District Math Manager will support teachers in implementing Math- Building Thinking Classrooms, continued use of Zearn supplemental math materials, State Standards and framework for math, district adopted curriculum and ST Math.</p> <p>The Science and Social Science TOSAs will support teachers in implementing Science and History/Social Science standards, framework and district adopted curriculum.</p> <p>Teachers and administrators will support the delivery of best first instructional practices to increase student achievement in all academic areas.</p> <p>Teachers will continue to use CANVAS for instruction and communication with parents. The District Education Technology TOSAs will support teachers in implementing CANVAS, report cards and other technology related to instruction. Teachers will continue to use Parent Square for communication with parents and families.</p> <p>The District English Learner TOSAs will support teachers in implementing Designated and Integrated ELD interventions and strategies; how to reduce the amount of students who are Long-term English Learners; and implementation of the OSD EL Master Plan.</p>		District Funded 1000-1999: Certificated Personnel Salaries Certificated Salaries
1.2	<p>Grade level and/or department meetings will support teachers to implement ELA and Math Common Core Standards. The Marshall MTSS team will hold student monitoring meetings with grade levels at a minimum of every 6 weeks. Staff will analyze assessment results from regular assessments such as IABs, Star Reading and Math, Wonders unit assessments, Study Sync and My Math chapter assessments to make instructional decisions. Teachers will meet weekly focusing on specific collaboration and grade level team planning. Teachers will also utilize collaboration time to monitor the progress of African American Students, English Learners, Foster Youth, Special Education and Homeless Students. The school leadership team will meet on a regular basis to monitor and guide school-wide academic progress. These meetings will take place on Monday afternoons. (Strategic Action Plan Goal - 1.0, Action 1.3.5).</p>	All Students	5000 Title I 1000-1999: Certificated Personnel Salaries Teacher Extra Hours Certificated Substitutes
1.3	<p>Dedicated ELD instruction will be provided to EL students by classroom teachers daily in grades K-5. EL students in grades 6-8 will receive one period of ELD instruction. Integrated ELD will be implemented throughout all content areas.</p> <p>Teachers will analyze curriculum based assessments in ELA, Math and ELD to progress monitor and to plan and coordinate tutoring for</p>	English Learners	1000 LCFF 4000-4999: Books And Supplies Supplemental materials 2000 Title III 1000-1999: Certificated Personnel Salaries

	targeted EL students before and/or after school. This may include an EL Academy during intersession. ELPAC IABs will be administered quarterly to provide assessments closely structured to the ELPAC format.		Teachers: Extra Help
1.5	An ISP (Intervention Services Provider) teacher will provide support and intervention to address the needs of identified students in English/Language Arts (Identified target are low-medium). The ISP teacher will begin in September and work through May 2026. Intervention programs will be purchased for teachers. This strategy will target those underperforming student groups which include English Learners and Students with Disabilities. (Strategic Action Plan Goal 2.0, Action 2.1.3).	All Students English Learners Students with Disabilities	27729 Title I 1000-1999: Certificated Personnel Salaries Certificated Salary: ISP Teachers 2000 Title I 4000-4999: Books And Supplies Intervention Materials
1.7	In order to improve reading achievement, the district has provided a Literacy Intervention Teacher (LIT) for the Marshall School site. This teacher is site-based and will support language arts instruction in grades K-3 and will work directly with students using the LLI curriculum targeting EL, Foster Youth, Homeless, Students with Disabilities, Hispanic, and African American students.	All Students English Learners Homeless Students with Disabilities Hispanic African American Foster Youth	District Funded 1000-1999: Certificated Personnel Salaries Teacher Salary
1.8	Marshall School will hire one full-time music teacher in order to provide music instruction on a rotation basis for grades K-5. For the K-5 music level, students will engage in introduction to music, music fundamentals, and music appreciation. It is the goal to expose Marshall students to a wide variety of musical genres on an international level, as well as develop an appreciation for classic pieces. This supports Goal 2.4 of the Oxnard Strategic Plan - building positive relationships with staff to advance students (Strategic Action Plan - Goal 1.0, Action 1.2.3).	All Students	258201.41 Prop 28 1000-1999: Certificated Personnel Salaries K-5 Music Teacher salary 20,453 Prop 28 3000-3999: Employee Benefits K-5 Music Teacher benefits 49,682 Prop 28 4000-4999: Books And Supplies Music books and instruments
1.10	Integrated Art Units for the Visual and Performing Arts (Strand Focus) will be taught throughout the school year in grades K-8. Student work samples will be displayed at the Oxnard School District "OSD Creates" as well as at Marshall's Spring Fling Culminating activity. This will showcase student work at the end of the school year.	All Students	1000 LCFF 1000-1999: Certificated Personnel Salaries Teacher Extra Help 2500 LCFF 4000-4999: Books And Supplies Materials for Visual and Performing Arts
1.11	Accelerated Reader, MyON, Sonday, Lexia/Power Up will be used to support student literacy across all grades. Lexia/Power Up and Read Naturally will be used for intervention and enrichment. ST Math and IXL will be used to help with math intervention.	All Students	2500 Title I 5800: Professional/Consulting Services And Operating Expenditures

	The Zearn supplemental math program will be used to support math concepts in grades K-6.		Contracts for software
<b>1.12</b>	Teachers and Staff will have use of the Canon copier machines, laminator and Duplo copy machine for support in duplicating instructional materials as well as services to shred documents that reflect private information and are no longer needed.	All Students	6500 LCFF 5000-5999: Services And Other Operating Expenditures Maintenance Agreement (includes Shredder)
<b>1.14</b>	Administration will conduct regular classroom walkthroughs to ensure student engagement during implementation of Common Core Standards in Language Arts, ELD and Math. This will be done utilizing an observation/feedback tool.	All Students	No Additional Cost
<b>1.15</b>	The Special Education Team will hold timely IEP (Individual Education Plan) meetings to review student progress, goals and review support services which are part of the plan. SSTs and 504 Plans will also be held, reviewed and updated, as well as monitored on throughout the school year.	All Students	8,000 LCFF 1000-1999: Certificated Personnel Salaries Certificated Substitutes
<b>1.17</b>			
<b>1.20</b>	A Music Teacher for grades 6 - 8 is contracted for the school year and will support the performing arts academy focus. This will be done through the electives offered to middle school students.	All Students	District Funded 1000-1999: Certificated Personnel Salaries Music Teacher 310 LCFF 4000-4999: Books And Supplies Music Materials
<b>1.21</b>	To enhance the science curriculum, supplemental supplies/ materials will be provided to students in grades K-5th grade for the new science adoption. Extra funding will be provided to support instruction in grades 5th and 8th who take the California Science Test (CAST).	All Students	1000 Title I 4000-4999: Books And Supplies Extra science supplies
<b>1.22</b>	AVID Tutors will be provided to support implementation of AVID for students in grades 7th and 8th.  Students will participate in AVID college field trips and experiences.	All Students	1000 Title I 4000-4999: Books And Supplies AVID Materials 2500 Title I 2000-2999: Classified Personnel Salaries AVID Tutors Hourly Pay 500 Title I 1000-1999: Certificated Personnel Salaries AVID Teacher Meetings Extra Hours 6000 Title I 5000-5999: Services And Other Operating Expenditures AVID Field Trip(s)
<b>1.23</b>	The Library Media Technician (LMT) serves students in K-8th grades to access books at their	All Students	2000 Title I

	reading level. The LMT also supports with ensuring that all students have textbooks. New books will be purchased for the library to enhance reading and to meet the needs of students in grades K-8.		4000-4999: Books And Supplies Books for Library Middle School and Advanced Upper Grades Students  District Funded 2000-2999: Classified Personnel Salaries Library Media Tech Salary
1.24	To support implementation of the instructional program, classroom materials and supplies will be ordered from the district warehouse and from approved vendors. Materials and supplies will also be purchased to support ELD instruction.	All Students	30,000 LCFF 4000-4999: Books And Supplies Materials and Supplies
1.25	Students participating in the After School Program will receive enrichment in the arts. For example, ASP staff will provide learning opportunities through movement, music, and other arts related activities aimed at deepening student understanding of Visual and Performing Arts to support the school site strand focus. This will include an After School Program music teacher who teach music to students to expand the Marshall Music Program.	All Students	ASES
1.27	Teachers will have the opportunity to take students on field trips for academic enrichment and building background knowledge.	All Students	11,000 LCFF 5000-5999: Services And Other Operating Expenditures Field Trip Fees 11,000 LCFF 5000-5999: Services And Other Operating Expenditures Transportation expenses
1.29	Opportunities for intervention beyond the regular school day will be offered to English Learner students. This will include an ELPAC Boot Camp and/or tutoring for English Learner students.	English Learners	1203 Title III 1000-1999: Certificated Personnel Salaries Certificated hourly rate for tutoring 500 Title III 2000-2999: Classified Personnel Salaries Classified hourly rate for tutoring 1000 Title III 4000-4999: Books And Supplies ELPAC Boot Camp and tutoring materials
1.37			

## Annual Review

## SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required, and this section may be left blank and completed at the end of the year after the plan has been executed.

### Analysis

Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.

Overall, most strategies proved to be effective in making growth and improving the academic performance for all students. The MTSS process, including student monitoring meetings, allowed for close monitoring of student performance, and teachers were well informed and kept effective systems of monitoring those student groups which needed additional support. Also, being able to hire an ISP made a difference this year with providing Tier II supports for those students struggling with specific skillsets and concepts. The continued support of the LIT teacher also made a difference in the Tier II supports provided to those students in grades K-2. Many students who worked with the LIT teacher showed academic gains according to Star Early Literacy and Star Reading. The growth was also seen on the LLI assessments. Providing students the opportunities for field trips expanded their background knowledge, and also their vocabulary development. It provided opportunities to enhance their writing, as well as building their oral language development.

Describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Opportunities for tutoring for English Learners and LTELs was provided through a Spring EL Bootcamp. It focused on CAASPP sentence frames and expanded writing to prepare our English Learners for the SBAC. Additional personnel will be recruited to provide enrichment and tutoring for English Learners throughout the school year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Alignment with teacher collaboration, Leadership Team goal setting, and academic performance targets will be developed and monitored throughout the year. Additional grade level planning with TOSAs will be provided to strengthen lesson plans and first instructional practices. These changes are found in release time and the MTSS process in Goal 1.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal 2

### Title and Description of School Goal

Broad statement that describes the desired result to which all strategies/activities are directed.

#### Learning Environment and School Climate

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success.

### LCAP Goal to which this School Goal is Aligned

LCAP goal to which this school goal is aligned.

LCAP Goal 2 - Learning Environment and School Climate

### Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Support a multi-tiered system of support (MTSS).  
Foster access, equity and inclusion.  
Utilize restorative practices.  
Create affirming learning environment and relationships.  
Maintain safe and inviting facilities and grounds.

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that your school will use as a means of evaluating progress toward accomplishing the goal.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Suspension Data	2024-2025 Suspension rate - 2.7%	2025-2026 Suspension rate will decrease by 2%
Attendance Data	2024-2025 Chronic Absenteeism rate - 29.7%	2025-2026 Chronic Absenteeism rate will decrease by 3%
Panorama Survey	2024-2025  Grades 3-5: Emotion Regulation rate was 48% Sense of Belonging rate was 58% Growth Mindset rate was 50%  Grades 6-8: Emotion Regulation rate was 44% Sense of Belonging rate was 47% Engagement rate was 31%	2025-2026  Grades 3-5 Emotion Regulation will increase to 53% Sense of Belonging rate will increase 63% Growth Mindset rate will increase 55%  Grades 3-5 Emotion Regulation will increase to 49% Sense of Belonging will Increase to 52% Engagement will increase to 36%

## Strategies/Activities

Complete the Strategy/Activity Table with each of your school's strategies/activities. Add additional rows as necessary.

Strategy/ Activity #	Description	Students to be Served	Proposed Expenditures
2.1	Implementation of PBIS school-wide and CHAMPS will occur in common areas. Under the guidance of our School Counselor and Outreach Specialist, CHAMPS will be fully implemented in all grade levels using all components of the program for positive behavior support. School guidelines will be established and implemented throughout campus. A safe, positive and creative culture will be provided amongst students through activities such as Spirit Weeks, Social Skills Building, LGBTQ+ Alliance, Kindness Club, Community Circles, and the Marshall Wellness Center. Student Leadership Team Meetings will occur weekly.	All Students	4953 LCFF 5000-5999: Services And Other Operating Expenditures CHAMPS program  District Funded 1000-1999: Certificated Personnel Salaries School Counselor Salary  District Funded 2000-2999: Classified Personnel Salaries ORC salary
2.2	Healthy choices will be taught and reinforced with Red Ribbon Week. Incentives with healthy choice themes are given to students by our School Counselor and ORC.	All Students	1500 LCFF 4000-4999: Books And Supplies Materials and student incentives
2.3	The Outreach Specialist will provide students with attendance and/or tardy incentives that promote regular attendance to decrease the chronic absenteeism rate.	All Students	2000 LCFF 4000-4999: Books And Supplies Incentives
2.4	Support will be provided for the needs of Homeless Youth through weekend meals distribution. The students will be identified and supported by the Outreach Specialist. Backpacks with school supplies, tutoring, clothing, and other basic needs will be provided as requested.	All Students Homeless	No Additional Cost
2.5	Attendance mediation meetings will be held with parents of students who are chronically truant. Positive reinforcement contracts will be developed with identified students and their parents.	All Students	No Additional Cost
2.6	Students, staff and parents will participate in Panorama survey for data collection related to social-emotional health.	All Students	District Funded 5800: Professional/Consulting Services And Operating Expenditures Panorama program
2.7	Continue use of Positive Behavior Intervention Support plan school-wide, use of Restorative Justice and CHAMPS to support positive behavior, and keep suspensions at a minimum. Items for CHAMPS Store will be purchased, which students can obtain using CHAMPS bucks. The Marshall Wellness Center offers intervention and support for students to build positive relationships and receive counseling-based lessons and services. This will	All Students Students with Disabilities	1200 LCFF - Intervention 4000-4999: Books And Supplies CHAMPS Store Items 4250 LCFF 4000-4999: Books And Supplies

	target the Students with Disabilities student group identified for ATSI.		Supplies
<b>2.8</b>	The referral system for social emotional student needs is supported by the MTSS site team and student monitoring meetings.  Students will be provided with materials to support the need of self-regulation, coping skills and healthy habits.	All Students	1000 LCFF - Intervention 4000-4999: Books And Supplies Materials
<b>2.9</b>	K - 8th grade students will receive foundational social skills through Second Step.	All Students	District Funded 4000-4999: Books And Supplies Second Step program
<b>2.10</b>	School Counselor works with staff to support the social and emotional needs of students who need extra support. Identified students needing Tier 2 Rtl social and emotional support receive individual, and or group counseling lead by Counselor on topics such as divorce, friendship, anger management, and trauma. Students in foster care will be monitored closely. Panorama data will be used to target specific groups of students.	All Students	No additional cost
<b>2.11</b>	PBIS Committee will monitor student discipline data each trimester for purposes of determining how to further support student behaviors, as well as how to implement school wide MTSS for student behaviors. PBIS Team will meet through regularly scheduled meetings to review the school plan and maintain the PBIS structure and process. In order to mitigate the suspension rate for Students with Disabilities, which identified them for ATSI, behavior of Students with Disabilities will be monitored.	All Students Homeless	1000 LCFF 1000-1999: Certificated Personnel Salaries Staff Extra Hours
<b>2.12</b>	The site will promote and implement the "No Place for Hate" Program schoolwide with a kickoff during Welcome Back Assemblies at the beginning of the school year. It will be tied with a "Kindness Challenge" Week to promote kindness and address an anti bullying school culture on campus.	All Students	500 LCFF 4000-4999: Books And Supplies Materials
<b>2.15</b>	The Marshall Pearlz Girl group will be established consisting of student mentoring with Marshall staff and community members to build self esteem, self confidence, pride, and a sense of belonging.	All Students	1500 LCFF 5000-5999: Services And Other Operating Expenditures Field trips 1000 LCFF 4000-4999: Books And Supplies Materials and supplies for Mentoring Program
<b>2.16</b>	Campus Assistants monitor students during recesses and before and after school. Campus supervisors will receive training in de-escalation strategies, as well as responding to crisis. Monthly campus supervisor meetings will be held to monitor and update campus safety needs.	All Students	District Funded 2000-2999: Classified Personnel Salaries Campus Assistants 18,000 LCFF

			2000-2999: Classified Personnel Salaries Extra hours
2.17	The Safety Committee will monitor the Safety Plan and make necessary revisions and updates. School wide emergency drills will be held once a month. Supplies will be replenished and updated when necessary. Inventory of appropriate safety supplies will be maintained on a yearly basis.  Radios will be maintained as needed to increase communication for staff during the regular day and during safety drills. Radio training will be held on a yearly basis on proper procedures with radios.	All Students	1000 LCFF 1000-1999: Certificated Personnel Salaries Extra staff hours 4000 LCFF 4000-4999: Books And Supplies Safety Materials 4500 LCFF 4000-4999: Books And Supplies Materials and supplies 2000 LCFF 4000-4999: Books And Supplies Materials and Supplies
2.18	Strong relationships between students and Marshall staff will be fostered through advisory programs like Kindness Club, Students Leaders/ASB, Student Valets, and other clubs on campus to encourage positive relationships. Full implementation of the "No Place for Hate" program will be completed in the 2025-2026 school year.	All Students	2000 LCFF 5000-5999: Services And Other Operating Expenditures Student Clubs and ASB training No Place for Hate training - extra staff hours
2.22	Expectations/CHAMPS Assemblies will be held at the beginning of the school year, and after each vacation break and as needed throughout the year. Our goal is that all staff will deepen their implementation of the CHAMPS structure.	All Students	District Funded 4000-4999: Books And Supplies CHAMPS program

## Annual Review

### SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required, and this section may be left blank and completed at the end of the year after the plan has been executed.

### Analysis

Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.

The overall implementation reflects that strategies used to decrease suspension rates and chronic absenteeism were successful. According to the 2024 CA Dashboard data, suspension rates increased by 0.4%. The suspension rate is in the Orange performance indicator. For Chronic Absenteeism, there was a decline of 6.3%. It is in the Yellow performance range showing that there needs to be continued improvement, but there was some success decreasing the high absenteeism. Home visits, 1:1 check-ins, and incentives were some of the strategies used to target chronic absenteeism.

Describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There was an intention to use budgeted incentives, and there was not the opportunity to award and recognize as many intended students for their positive and perfect attendance. Also, the Student with Disabilities student group was still in

the Red performance area showing that there is a need to monitor and support this student group in order to decrease their suspension rate.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The changes that will be made are that students will be recognized on a frequent basis for their attendance and positive behavior. This will be done through Praise Notes and awards given during monthly recognition and trimester awards assemblies. It is important to recognize students for this accomplishment in a timely manner. Attendance awards were not given this year, and this will be implemented for the upcoming year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal 3

### Title and Description of School Goal

Broad statement that describes the desired result to which all strategies/activities are directed.

#### Guidance and support to the site.

Provide strategic direction, guidance, and support focused on improving the quality of instruction, interaction, and engagement in every classroom, so that all students reach high levels of academic excellence, multilingual achievement, global competency, and healthy identity development, agency and voice.

### LCAP Goal to which this School Goal is Aligned

LCAP goal to which this school goal is aligned.

LCAP Goal 3 - Guidance and Support to Sites and District Departments.

### Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Foster a culture of empowerment.  
Provide professional learning and support.  
Provide recognition to staff and students.  
Utilize student assessment to measure student learning.

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that your school will use as a means of evaluating progress toward accomplishing the goal.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Panorama Survey	Spring 2024-2025 The ratings by SEL topic were: Sense of Belonging - 47% Growth Mindset - 41%	Increase the number of students who responded favorably in each area by 10%.
Star Early Literacy	Spring 2024-2025 Percentage at or Above Benchmark: K - 69% 1st - 54%	2025-2026 Kindergarten-Increase the number of students that score At or Above Benchmark on the Spring assessment by 5% or more.  1st Grade-Increase the number of students that score At or Above Benchmark on the Spring assessment by 10% or more.
Star Reading	Spring 2024 - 2025: Percentage of students who scored At/Above benchmark: Grade 2 - 40% Grade 3 - 40% Grade 4 - 46% Grade 5 - 65%	2025-2026 Grades 2 -8: Number of students who score At/Above benchmark will increase by 10% on the Spring assessment.

	<p>Grade 6 - 39%</p> <p>Grade 7 - 30%</p> <p>Grade 8 - 33%</p>	<p>Students will demonstrate growth by moving one or two levels across the different levels.</p> <p>3-5% of students will move from Approaching to At/Above Benchmark.</p>
STAR Math	<p>Spring 2024-2025: Percentage of students who scored At/Above benchmark:</p> <p>Grade 1 - 46%</p> <p>Grade 2 - 45%</p> <p>Grade 3 - 45%</p> <p>Grade 4 - 41%</p> <p>Grade 5 - 47%</p> <p>Grade 6 - 25%</p> <p>Grade 7 - 26%</p> <p>Grade 8 - 32%</p>	<p>2025-2026 Grades 1-8: Number of students in grades 1-8 who score At/Above benchmark will increase by 10% on the Spring assessment.</p> <p>3-5% of students will demonstrate growth by moving one or two levels from intervention or on-watch to at/above benchmark.</p>
Professional Development for Teachers and Staff	<p>2024-2025 School Year at School Professional Development:</p> <p>Gr. 3-5: 4 sessions with Math Team TOSAs</p> <p>Gr. 6 - 6 sessions with Math Team TOSA</p> <p>Gr. 7 and 8 Math department teachers - 3 sessions with Math Team TOSAs</p> <p>Gr. 5 - 3 sessions with Science TOSA</p> <p>CABE - In 2024-2025, there were no teachers who attended the CABE Conference.</p> <p>AVID - In 2024-2025, 3 teachers attended the AVID Conference.</p>	<p>2025-2026: Increase the number of in-school professional development sessions offered to all staff to a minimum of 5 times per year in both English Language Arts and Math.</p> <p>2025-2026 - Increase the number of teachers who attend the CABE Conference by 2.</p> <p>2025-2026 - Increase the number of teachers who attend the AVID Conference to 5 teachers.</p>
Student Trimester Awards	<p>2024-2025 School Year: 100% of classes gave out Trimester Awards for students</p> <p>37 students were reclassified and recognized at at Reclassification celebration</p> <p>Students in Gr. 1-8 were recognized for their achievements in the ST Math program and for completing the grade level library.</p>	<p>2025-2026: Maintain 100% Trimester Award Participation</p> <p>Increase the number of Reclassified students by 10%</p> <p>SBAC awards in ELA and Math for the 2025-2026 school year.</p>
Staff Recognition	<p>2024-2025 School Year: 7 staff members were recognized with the Shining Star Award given by the Superintendent.</p>	<p>2025-2026: Increase the number of Shining Star Recipients to at least 10.</p>

## Strategies/Activities

Complete the Strategy/Activity Table with each of your school's strategies/activities. Add additional rows as necessary.

Strategy/ Activity #	Description	Students to be Served	Proposed Expenditures
3.1	All students will complete the Panorama Survey. This data is used by the PBIS team to create supportive procedures and protocols for a safe school environment for all.	All Students	No additional cost.
3.2	The Star Reading, Star Math, and Star Early Literacy assessments will be administered three times a year. This data will be used to discuss mastery of skills, plan instruction, and create intervention groups.	All Students	No additional cost.
3.3	Professional development will be provided to teachers as support in how to develop effective lessons for integrated and designated ELD through instructional practices such as scaffolding, sheltering, preview and review in addition to learning walks and on strengthening and further developing the ELD Program to target LTELs and provide an enhanced experience for English Learners as they pursue their goal of being reclassified. (Strategic Action Plan Goal - 1.0, Action 1.4.8).  The CABE Conference will be offered for Marshall staff to attend for those teachers providing ELD instruction to English Learners.	English Learners	2500 LCFF 1000-1999: Certificated Personnel Salaries Certificated Substitutes for PD 2200 Title III 5800: Professional/Consulting Services And Operating Expenditures Conference expenses Professional Development
3.4	Teachers will collaborate with the district's math manager, Math TOSAs (Teachers on Special Assignment), and ELA TOSA to review and discuss best instructional practice in math and English Language Arts. These professional developments sessions will take place during staff meetings and designated collaboration and planning time.	All Students	No additional cost
3.5	Student incentives for improvement/achievement in the classroom and district ELA, ELD, Math, CAASPP, and ELPAC Summative Assessments. It will also include classroom incentives for meeting goals in Lexia, ST Math, trimester student incentives for reaching AR goals. It will also include incentives for achieving at/above grade level in ELA and Math. The incentives will also be for students improving at least one proficiency level in ELPAC, as well as incentives for Reclassification Celebration, and for scoring Met/Exceeded Standard on CAASPP. For ELD, it will be for Reclassification Awards.	All Students English Learners Hispanic Students with Disabilities Homeless African American	6961 LCFF 4000-4999: Books And Supplies Incentives for Students
3.7	Staff will earn recognition from the Superintendent through the Shining Star Awards.	All Students	No additional cost
3.8			
3.9	Teachers will collaborate with the district's Math Manager, Math TOSAs (Teachers on Special	All Students	District Funded

	Assignment), and ELA TOSAs to review and discuss best instructional practices (Tier 1) in math and English Language Arts These professional development sessions will take place during staff meetings and designated collaboration and planning time.		1000-1999: Certificated Personnel Salaries Personnel Salaries No additional cost
<b>3.10</b>	Provide on-going professional development in Language Arts, ELD, Math, Strand focus, PBIS, AND technology for administrator, teachers, and staff through staff meetings, after school training, and at conferences. (PBIS, CUE, SpEd, CAFE, AVID, memberships, etc.). Professional development will be provided through training on initiatives that support our instructional program which will include EL students and the implementation of AVID and AVID Excel in grades 6-8.	All Students	2000 Title III 5000-5999: Services And Other Operating Expenditures Travel and conference 3500 LCFF 5000-5999: Services And Other Operating Expenditures  3000 LCFF 1000-1999: Certificated Personnel Salaries Admin Extra Support/Extra Help 400 LCFF 3000-3999: Employee Benefits Certificated Benefits 7165 Title I 5800: Professional/Consulting Services And Operating Expenditures Conference expenses Professional Development
<b>3.11</b>	PBIS Teams will conduct professional development for all staff on MTSS model to improve school safety during staff meetings, site professional development days, and Campus Supervisor meetings.	All Students	No additional cost
<b>3.13</b>	Professional development for staff will be provided on updated forms and procedures such as data collection and data monitoring.	All Students	No additional cost
<b>3.14</b>	Trimester Award Assemblies for Student recognition for high academic achievement, attendance, and strong development of interpersonal skills and improvement in academic and social aspects will be held. It will include Student of the Month, Most Improved, Special Teacher Award, and Counselor Award.	All Students	2500 LCFF 4000-4999: Books And Supplies Materials and supplies
<b>3.15</b>	Staff development on STOIC (Structured Classroom Teaching Behavioral Expectations, Observing and Supervising, Interacting Positively with Students and Correcting Fluently) will be given to teachers and Campus Assistants periodically throughout the year. This will be done by the counselors and ORC	All Students	1500 LCFF 2000-2999: Classified Personnel Salaries Extra staff hours

# Annual Review

## SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required, and this section may be left blank and completed at the end of the year after the plan has been executed.

### Analysis

Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.

The Panorama survey results provide meaningful insight into students' social-emotional development and overall school experience across five key SEL domains, highlighting both strengths and areas for growth. The effectiveness of schoolwide strategies and activities was supported by measurable outcomes, indicating overall success. Academic performance showed notable improvement. All grade levels demonstrated gain in both Math and English Language arts (ELA) based on the April 2024 Star assessment results when compared to the previous year. Additionally, preliminary CAASPP data indicate ELA growth across all grade levels. Most grade levels met their performance goals, and those that did not still made meaningful progress toward meeting their targets on both Star Reading and Math assessments.

A focused effort on enhancing Math instruction during the 2024-2025 school year led to significant increases in student achievement, as reflected in both the Star Math and preliminary CAASPP results.

During an analysis of performance assessment data for the English Learner (EL) and Long Term English Learners (LTELs) subgroups it revealed a persistent achievement gap between English Learners and English proficient students. This may be due to inconsistent use of instructional differentiation and limited implementation of EL-specific teaching strategies. Addressing these instructional gaps will be essential for supporting equitable academic growth for all learners.

Describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Funds were allocated for services to improve student performance, professional development of staff; however, not all teachers and staff were available or willing to commit additional time to attend after-school professional development.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

At Marshall, our primary focus for the year is strengthening Tier 1 instruction, implementing Tier 1 interventions, and achieving expected student outcomes. A key instructional strategy continues to be targeted small group instruction within the classroom to better address diverse student needs. This focus is supported by a significant allocation of Professional Learning Community (PLC) time, enabling teachers to collaborate, analyze data, and refine instructional practices. Additionally, the hiring of an intervention teacher further demonstrates our commitment to supporting student learning at the foundational level. To foster a positive school culture and enhance student engagement, we are also implementing Growth Mindset lessons aimed at developing students' resilience, collaboration, and communication skills. Together, these efforts reflect a strategic and holistic approach to academic achievement and student development.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal 4

### Title and Description of School Goal

Broad statement that describes the desired result to which all strategies/activities are directed.

#### Family/Community Alliances for Student Success

Create and grow family and community alliances focused strategically on their collaborative leadership role in supporting and promoting student success for all students, as defined by the Oxnard Student Profile.

### LCAP Goal to which this School Goal is Aligned

LCAP goal to which this school goal is aligned.

LCAP Goal 4 - Family/Community Alliances for Student Success

### Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Create Student Profile Alliances.  
Foster family engagement and support.  
Provide parent/family resources.  
Foster community partnerships and relationship building.  
Promote higher education.  
Strengthen family/community communications.

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that your school will use as a means of evaluating progress toward accomplishing the goal.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Parent attendance in parent meetings: SSC, ELAC, PTA, Coffee with Principal, Coffee with the Counselor/ORC.	2024-2025 Average attendance: SSC - 8 ELAC - 6 PTA - 12 Coffee with the Principal - 12 Coffee with the Counselor/ORC - 6	2025 - 2026 Attendance at each parent meeting will increase by 50%.
Back to School Night attendance. Open House attendance.	2024-2025 Parent attendance - 633	2025-2026 Parent attendance will increase by 10%.
PTA membership	57 staff and parents were official members of PTA.	Increase membership by 20 parents/staff.
Parent Panorama Survey	47 parents responded to the survey	Increase parent participation on survey by 20 parents.
Parent Needs Assessment	Baseline Year	Baseline Year
Monthly parent communication on activities	2024-2025 Bi-Monthly Parent Square communication.	2025-2026 Increase Parent Square communications to three per month.

	Bi-Monthly website announcement updates. 5 Monthly Calendars with site events.	Increase Website announcements to three per month. Increase Monthly Calendar/Newsletter to 1 per month.
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## Strategies/Activities

Complete the Strategy/Activity Table with each of your school's strategies/activities. Add additional rows as necessary.

Strategy/ Activity #	Description	Students to be Served	Proposed Expenditures
4.1	Parents are given an overview of involvement opportunities at 1) Kindergarten Transition and Orientation, 2) Middle School Orientation and 3) Back to School Night. At these meetings, the SPSA action steps, budget and expenditures are discussed and input from parents is provided. Additionally, Title I Meeting(s) are held. Parents are invited to attend either the Chat with the Principal or Coffee with the Counselor and ORC.	All Students	500 Title I 2000-2999: Classified Personnel Salaries Extra Pay
4.2	School Site Council gives parents an opportunity to participate in a council that reviews the school budget and SPSA at regularly scheduled meetings.	All Students	No additional cost
4.3	English Learner Advisory Committee (ELAC) gives parents opportunities to become informed about reclassification, how to support their child's progress in school, community issues, safety items and other initiatives.	English Learners	300 Title III 2000-2999: Classified Personnel Salaries Babysitting
4.4	Parents are invited to a Spring Reclassification Celebration to honor EL students in Grades 3-8 who met reclassification requirements during the school year.	English Learners	500 Title III 4000-4999: Books And Supplies Reclassification refreshments and supplies
4.5	Parents receive notices for parent meetings and other pertinent school information through Peach Jar flyers, Parent Square, social media, and the school website.	All Students	250 LCFF 4000-4999: Books And Supplies Supplies
4.6	Parents are invited to attend Parent Teacher conferences to discuss their child's progress twice a year.	All Students	2500 Title III 2000-2999: Classified Personnel Salaries Translators
4.7	Family Nights give parents opportunities to learn how to support their child in the areas of Literacy and Math, Visual and Performing Arts and Deaf and Hard of Hearing, AVID, 8th Grade Promotion and information meetings.	All Students	500 Title I 1000-1999: Certificated Personnel Salaries Teacher Extra Help 1500 Title I 2000-2999: Classified Personnel Salaries Classified Extra Help 2000 LCFF

			4000-4999: Books And Supplies Promotion Supplies
4.9	Coffee with Principal gives parents the opportunity to hear more about the school program vision and goals in an informal setting. Informational workshops on such topics as Dangers of Social Media, Drug awareness, and Trafficking are also held.	All Students	1000 Title I 4000-4999: Books And Supplies Refreshments and supplies
4.10	Parents receive support in areas such as parenting and nutrition in seminars lead by community agencies or staff during parent meetings throughout the year.	All Students	No additional cost
4.11	Parent volunteers will be honored with a Spring "thank you event."	All Students	500 LCFF 4000-4999: Books And Supplies Refreshments and supplies
4.13	The ORC gives ongoing support to parents in need through Operation School Bell, health referrals and referrals to community support services.	All Students	No additional cost
4.15	PTA offers parents a way to be involved in fundraising and other activities which support the instructional program.	All Students	No additional cost
4.16	The school administration and parents will jointly develop the school's Parent Compact and Parent Involvement Policy through SSC and ELAC.	All Students	No additional cost

## Annual Review

### SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required, and this section may be left blank and completed at the end of the year after the plan has been executed.

### Analysis

Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.

Sign-in sheets revealed that parent attendance at School Site Council (SSC), English Learner was relatively low. Despite the use of multiple modes of communication, attendance has not increased at the targeted rate. Parent attendance will fluctuate depending on the topic of the workshop and the type of event. "Take-out Tuesdays," sponsored by PTA, were successful. Family Events such as the Family Dances were also successful and well attended.

Describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

The budget allocated for many parent workshops and events was reallocated to other budget needs such as subs for student monitoring meetings, as well as Lesson Studies for the teachers. The intended budget expenditure was not always completed to the meet the goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The changes that will occur to change the outcomes are to ensure that all parents are signed up on the Parent Square app in order to confirm that all families are receiving schools news and information in a timely manner. IT and the ORC will assist parents in downloading the app, and offering to make sure they are set up to receive Marshall's messages. Also, hard copies of events such as flyers will be sent home as another way to communicate to families.



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal 5

### Title and Description of School Goal

Broad statement that describes the desired result to which all strategies/activities are directed.

#### Transformational leadership and infrastructure

Create a coherent and sustainable districtwide infrastructure and culture to support and communicate the district's identity and strategic work on behalf of all students; facilitate strategic plan implementation; monitor progress and assess effectiveness and sustainability; and position the district as a leader in equitable and excellent education.

### LCAP Goal to which this School Goal is Aligned

LCAP goal to which this school goal is aligned.

LCAP Goal 5 - Transformational leadership and infrastructure

### Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Ensure strategic plan implementation.  
Work toward schoolwide coherence.  
Provide accountability and progress monitoring of implementation.  
Develop human capital.  
Foster communications.  
Support finance and technology infrastructure.

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that your school will use as a means of evaluating progress toward accomplishing the goal.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Quarterly Progress Monitoring Meetings to review student progress on district assessments and use of internal systems.	Meet with each teacher after each district star window to review student progress.	2025-2026 100% of teachers will meet with the MTSS Team to review student progress on district assessments,
CAASPP ELA	2024-2025 Percentage of students who Met/Exceeded standards: Grade 3 - 27% Grade 4 - 42% Grade 5 - 60% Grade 6 - 35% Grade 7 - 51% Grade 8 - 17%	2025-2026 Students will demonstrate growth by moving one or two levels across the different achievement bands, and 10% of students will move from Nearly Met to Met/Exceeded.
CAASPP Math	2024-2025 Percentage of students who Met/Exceeded standards: Grade 3 - 40% Grade 4 - 48% Grade 5 - 54%	2025 -2026 Students will demonstrate growth by moving one or two levels across the different achievement bands, and 10% of students will move from Nearly Met to Met/Exceeded.

	Grade 6 - 30% Grade 7 - 30% Grade 8 - 10%	
ELPAC	2024-2025 Percentage of students who scored at a Level 3 or higher: Gr. 1 - 25% Gr. 2 - 29% Gr. 3 - 50% Gr. 4 - 29% Gr. 5 - 68% Gr. 6 - 80% Gr. 7 - 71% Gr. 8 - 55%	2025-2026 Increase the number of students who score a Level 3 or higher on the ELPAC assessment by 10% or more.

## Strategies/Activities

Complete the Strategy/Activity Table with each of your school's strategies/activities. Add additional rows as necessary.

Strategy/ Activity #	Description	Students to be Served	Proposed Expenditures
<b>5.1</b>	Conduct student-monitoring meetings with teachers, Outreach Specialist, and Counselors, individually and/or in grade levels to identify students who are struggling to meet grade level standards/skills, address student learning needs and identify additional supports to address these needs.  Teachers will create SMART goals to support identified students. The goals will be housed in Smart Forms (in EduCLimber) to document all interventions.	All Students	District Funded 5800: Professional/Consulting Services And Operating Expenditures EduClimber contract
<b>5.2</b>	MTSS Site Team meetings will be held to address the instructional needs of all students. The MTSS Team includes administration, school counselor, school psychologist, ORC, LLI teacher, ISP teacher, and grade level teachers. (Strategic Action Plan Goal 2.0, Action 2.1.1).	All Students	5500 Title I 1000-1999: Certificated Personnel Salaries Teacher Substitutes
<b>5.3</b>	Counselor and ORC will organize and lead a Student Leadership Team and Kindness Club to ensure student participation in building a positive school culture and community.	All Students	No additional cost
<b>5.4</b>	Expected outcomes will be calendared for each grade level at 1st trimester, 2nd trimester, and 3rd trimester. This will be done utilizing the Report Card guide and outcome pages. Teachers will align the standards and expected outcomes per Trimester during grade level collaboration and lesson planning.	All Students	No additional cost
<b>5.5</b>	Administration will support integration of technology to promote student learning throughout the curriculum. The District Technology Service Technician will maintain equipment and software to support student learning through technology.	All Students	District Funded 2000-2999: Classified Personnel Salaries District Tech

5.6	Collaboration time will be scheduled for the school-wide leadership team to discuss needs, SPSA , school budget, and data. The school leadership team (teachers and administrators) will ensure that there are clear expectations for collaboration time and will provide feedback to support instruction.	All Students	No additional cost
5.7	Technology will be integrated with instruction focusing on Common Core State Standards. The site will provide technology equipment in order to enhance current technology for students.	All Students	4000 LCFF 4000-4999: Books And Supplies Headphones for Elementary and Middle School students
5.8	Technology and sound equipment will be used to enhance the Academy of Visual and Performing Arts Strand.	All Students	5000 LCFF 4000-4999: Books And Supplies Sound Equipment/Technology for Focus Strand

## Annual Review

### SPSA Year Reviewed: 2024-25

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required, and this section may be left blank and completed at the end of the year after the plan has been executed.

### Analysis

Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.

During the 2024-2025 school year, the school implemented a comprehensive strategy to enhance school-wide systems to help monitor student progress.

Staff development was equally emphasized throughout the year. Teachers participated in monthly professional development meetings focused on instructional practices and student achievement through the use of school-wide systems. Special education staff also met monthly in job-alike sessions to share best practices, strengthen collaboration, and support consistent services for students with disabilities.

Describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Funds were allocated to support use of the site and district-wide systems; however not all teachers were available to commit additional time beyond their contracted hours.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Additional support is being provided for administrators, teachers, and staff with a focus on the use of site and district-wide monitoring systems.

# Budget Summary

Complete the Budget Summary Table below. Schools may include additional information, and adjust the table as needed. The Budget Summary is required for schools funded through the Consolidated Application (ConApp).

## Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$78,597
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$560,757.41
Total Federal Funds Provided to the School from the LEA for CSI	\$0

## Other Federal, State, and Local Funds

List the additional Federal programs that the school includes in the schoolwide program. Adjust the table as needed.

**Note: If the school is not operating a Title I schoolwide program, this section is not applicable and may be deleted.**

Federal Programs	Allocation (\$)
Title I	\$66,394.00
Title III	\$12,203.00

Subtotal of additional federal funds included for this school: \$78,597.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
LCFF	\$151,624.00
LCFF - Intervention	\$2,200.00
Prop 28	\$328,336.41

Subtotal of state or local funds included for this school: \$482,160.41

Total of federal, state, and/or local funds for this school: \$560,757.41

# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
Title I	66,394	0.00
Title III	12,203	0.00
LCFF	151,624	0.00
LCFF - Intervention	2200	0.00
Prop 28	328,336.41	0.00

## Expenditures by Funding Source

Funding Source	Amount
LCFF	151,624.00
LCFF - Intervention	2,200.00
Prop 28	328,336.41
Title I	66,394.00
Title III	12,203.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	317,133.41
2000-2999: Classified Personnel Salaries	27,300.00
3000-3999: Employee Benefits	20,853.00
4000-4999: Books And Supplies	135,153.00
5000-5999: Services And Other Operating Expenditures	48,453.00
5800: Professional/Consulting Services And Operating Expenditures	11,865.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	LCFF	16,500.00
2000-2999: Classified Personnel Salaries	LCFF	19,500.00
3000-3999: Employee Benefits	LCFF	400.00
4000-4999: Books And Supplies	LCFF	74,771.00
5000-5999: Services And Other Operating Expenditures	LCFF	40,453.00
4000-4999: Books And Supplies	LCFF - Intervention	2,200.00
1000-1999: Certificated Personnel Salaries	Prop 28	258,201.41
3000-3999: Employee Benefits	Prop 28	20,453.00
4000-4999: Books And Supplies	Prop 28	49,682.00
1000-1999: Certificated Personnel Salaries	Title I	39,229.00
2000-2999: Classified Personnel Salaries	Title I	4,500.00
4000-4999: Books And Supplies	Title I	7,000.00
5000-5999: Services And Other Operating Expenditures	Title I	6,000.00
5800: Professional/Consulting Services And Operating Expenditures	Title I	9,665.00
1000-1999: Certificated Personnel Salaries	Title III	3,203.00
2000-2999: Classified Personnel Salaries	Title III	3,300.00
4000-4999: Books And Supplies	Title III	1,500.00
5000-5999: Services And Other Operating Expenditures	Title III	2,000.00
5800: Professional/Consulting Services And Operating Expenditures	Title III	2,200.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	454,578.41
Goal 2	50,403.00
Goal 3	31,726.00
Goal 4	9,550.00

Goal 5

14,500.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members

Name of Members	Role
Chantal Anderson Witherspoon	Principal
Maureen Aryeetey	Classroom Teacher
Randi Culver	Classroom Teacher
Danielle Wickenden	Classroom Teacher
AngiePadilla	Other School Staff
Rachel Saldana	Parent or Community Member
Brenda Pacheco Perez	Parent or Community Member
Anne Marie Arenas Tapnio	Parent or Community Member
Lucy Castillo	Parent or Community Member
Jeanette Cortez	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Chantal Anderson Witherspoon on

SSC Chairperson, Rachel Saldana on

## Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan (LCAP) process.

This SPSA template consolidates all school-level planning efforts into one plan for programs funded through the Consolidated Application (ConApp) pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the local educational agency (LEA) that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC* 64001(g)(1), the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below.

## Instructions: Table of Contents

- Plan Description
- Educational Partner Involvement
- Comprehensive Needs Assessment
- Goals, Strategies/Activities, and Expenditures
- Annual Review
- Budget Summary
- Appendix A: Plan Requirements for Title I Schoolwide Programs
- Appendix B: Select State and Federal Programs

For additional questions or technical assistance related to LEA and school planning, please contact the CDE's Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the LEA, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

## Plan Description

Briefly describe the school's plan to effectively meet the ESSA requirements in alignment with the LCAP and other federal, state, and local programs.

### **Additional CSI Planning Requirements:**

Schools eligible for CSI must briefly describe the purpose of this plan by stating that this plan will be used to meet federal CSI planning requirements.

### **Additional ATSI Planning Requirements:**

Schools eligible for ATSI must briefly describe the purpose of this plan by stating that this plan will be used to meet federal ATSI planning requirements.

## Educational Partner Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Within California, these stakeholders are referred to as educational partners. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Educational Partner Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

### **Additional CSI Planning Requirements:**

When completing this section for CSI, the LEA must partner with the school and its educational partners in the development and implementation of this plan.

### **Additional ATSI Planning Requirements:**

This section meets the requirements for ATSI.

## Resource Inequities

This section is required for all schools eligible for ATSI and CSI.

**Additional CSI Planning Requirements:**

- Schools eligible for CSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required school-level needs assessment.
- Identified resource inequities must be addressed through implementation of the CSI plan.
- Briefly identify and describe any resource inequities identified as a result of the required school-level needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

**Additional ATSI Planning Requirements:**

- Schools eligible for ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required school-level needs assessment.
- Identified resource inequities must be addressed through implementation of the ATSI plan.
- Briefly identify and describe any resource inequities identified as a result of the required school-level needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

## **Comprehensive Needs Assessment**

Referring to the California School Dashboard (Dashboard), identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. In addition to Dashboard data, other needs may be identified using locally collected data developed by the LEA to measure pupil outcomes.

**SWP Planning Requirements:**

When completing this section for SWP, the school shall describe the steps it is planning to take to address these areas of low performance and performance gaps to improve student outcomes.

Completing this section fully addresses all SWP relevant federal planning requirements.

**CSI Planning Requirements:**

When completing this section for CSI, the LEA shall describe the steps the LEA will take to address the areas of low performance, low graduation rate, and/or performance gaps for the school to improve student outcomes.

Completing this section fully addresses all relevant federal planning requirements for CSI.

**ATSI Planning Requirements:**

Completing this section fully addresses all relevant federal planning requirements for ATSI.

## **Goals, Strategies/Activities, and Expenditures**

In this section, a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

**Additional CSI Planning Requirements:**

When completing this section to meet federal planning requirements for CSI, improvement goals must also align with the goals, actions, and services in the LEA’s LCAP.

**Additional ATSI Planning Requirements:**

When completing this section to meet federal planning requirements for ATSI, improvement goals must also align with the goals, actions, and services in the LEA's LCAP.

**Goal**

Well-developed goals will clearly communicate to educational partners what the school plans to accomplish, what the school plans to do in order to accomplish the goal, and how the school will know when it has accomplished the goal. A goal should be specific enough to be measurable in either quantitative or qualitative terms. Schools should assess the performance of their student groups when developing goals and the related strategies/activities to achieve such goals. SPSA goals should align to the goals and actions in the LEA's LCAP.

A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach.

A S.M.A.R.T. goal is:

- **Specific,**
- **Measurable,**
- **Achievable,**
- **Realistic, and**
- **Time-bound.**

A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

**Additional CSI Planning Requirements:**

Completing this section as described above fully addresses all relevant federal CSI planning requirements.

**Additional ATSI Planning Requirements:**

Completing this section as described above fully addresses all relevant federal ATSI planning requirements.

**Identified Need**

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the Dashboard and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

**Additional CSI Planning Requirements:**

Completing this section as described above fully addresses all relevant federal CSI planning requirements.

**Additional ATSI Planning Requirements:**

Completing this section as described above fully addresses all relevant federal ATSI planning requirements.

**Annual Measurable Outcomes**

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of

adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

**Additional CSI Planning Requirements:**

When completing this section for CSI, the school must include school-level metrics related to the metrics that led to the school’s eligibility for CSI.

**Additional ATSI Planning Requirements:**

Completing this section as described above fully addresses all relevant federal ATSI planning requirements.

## Strategies/Activities Table

Describe the strategies and activities being provided to meet the goal.  
Complete the table as follows:

- Strategy/Activity #: Number the strategy/activity using the “Strategy/Activity #” for ease of reference.
- Description: Describe the strategy/activity.
- Students to be Served: Identify in the Strategy/Activity Table either All Students or one or more specific student groups that will benefit from the strategies and activities. ESSA Section 1111(c)(2) requires the schoolwide plan to identify either “All Students” or one or more specific student groups, including socioeconomically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and English learners.
- Proposed Expenditures: List the amount(s) for the proposed expenditures. Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to *EC* Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.
- Funding Sources: List the funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Planned strategies/activities address the findings of the comprehensive needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

**Additional CSI Planning Requirements:**

- When completing this section for CSI, this plan must include evidence-based interventions and align to the goals, actions, and services in the LEA’s LCAP.
- When completing this section for CSI, this plan must address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.

Note: Federal school improvement funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.

**Additional ATSI Planning Requirements:**

- When completing this section for ATSI, this plan must include evidence-based interventions and align with the goals, actions, and services in the LEA’s LCAP.

- When completing this section for ATSI, this plan must address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.
- When completing this section for ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the ATSI designation.

**Note:** Federal school improvement funds for CSI shall not be used in schools identified for ATSI. Schools eligible for ATSI do not receive funding but are required to include evidence-based interventions and align with the goals, actions, and services in the LEA's LCAP.

## Annual Review

In the following Goal Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Goal Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal.

- Describe the overall implementation and effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between the intended implementation and/or material difference between the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

**Note:** *If the school is in the first year of implementing the goal, the Annual Review section is not required and this section may be left blank and completed at the end of the year after the plan has been executed.*

### Additional CSI Planning Requirements:

- When completing this section for CSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the federal CSI planning requirements.
- CSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI planning requirements.

### Additional ATSI Planning Requirements:

- When completing this section for ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the federal ATSI planning requirements.
- ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for ATSI planning requirements.

## Budget Summary

In this section, a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp.

**Note:** *If the school is not operating a Title I schoolwide program, this section is not applicable and may be deleted.*

**Additional CSI Planning Requirements:**

- From its total allocation for CSI, the LEA may distribute funds across its schools that are eligible for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

**Note:** *CSI funds may not be expended at or on behalf of schools not eligible for CSI.*

**Additional ATSI Planning Requirements:**

**Note:** *Federal funds for CSI shall not be used in schools eligible for ATSI.*

## Budget Summary Table

A school receiving funds allocated through the ConApp should complete the Budget Summary Table as follows:

- **Total Funds Provided to the School Through the ConApp:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving funds from its LEA for CSI should complete the Budget Summary Table as follows:

- **Total Federal Funds Provided to the School from the LEA for CSI:** This amount is the total amount of funding provided to the school from the LEA for the purpose of developing and implementing the CSI plan for the school year set forth in the CSI LEA Application for which funds were received.

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the Schoolsite Council (SSC). The content of a SPSA must be aligned with school goals for improving student achievement.

## Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need).
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to:
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved.
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards.
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
    - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

## Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.
  - B. Evidence-based strategies, actions, or services (described in Strategies and Activities)

1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will:
  - a. Provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
  - b. Use methods and instructional strategies that:
    - i. Strengthen the academic program in the school,
    - ii. Increase the amount and quality of learning time, and
    - iii. Provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
  - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
    - i. Strategies to improve students' skills outside the academic subject areas;
    - ii. Preparation for and awareness of opportunities for postsecondary education and the workforce;
    - iii. Implementation of a schoolwide tiered model to prevent and address problem behavior;
    - iv. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
    - v. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the LEA (may include funds allocated via the ConApp, federal funds, and any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
  1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Educational Partner Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to:
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: Title 34 of the *Code of Federal Regulations (34 CFR)*, sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. *EC* sections 64001 et. seq.

## Appendix B: Plan Requirements for School to CSI/ATSI Planning Requirements

For questions or technical assistance related to meeting federal school improvement planning requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with educational partners (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Educational Partner Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (*Sections: Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable*);
2. Include evidence-based interventions (*Sections: Strategies/Activities, Annual Review and Update, as applicable*) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/fund/grant/about/discretionary/2023-non-regulatory-guidance-evidence.pdf>);

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments

3. Be based on a school-level needs assessment (*Sections: Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable*); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (*Sections: Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable*).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Single School Districts and Charter Schools Eligible for ESSA School Improvement

Single school districts (SSDs) or charter schools that are eligible for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (*EC Section 64001[a]* as amended by Assembly Bill 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the LCAP and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (*EC Section 52062[a]* as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## **CSI Resources**

**For additional CSI resources, please see the following links:**

- **CSI Planning Requirements** (see Planning Requirements tab):  
<https://www.cde.ca.gov/sp/sw/t1/csi.asp>
- **CSI Webinars:** <https://www.cde.ca.gov/sp/sw/t1/csiwebinars.asp>
- **CSI Planning Summary for Charters and Single-school Districts:**  
<https://www.cde.ca.gov/sp/sw/t1/csiplansummary.asp>

## Additional Targeted Support and Improvement

A school eligible for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (*Sections: Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable*).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## Single School Districts and Charter Schools Eligible for ESSA School Improvement

Single school districts (SSDs) or charter schools that are eligible for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (*EC Section 64001[a]* as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (*EC Section 52062[a]* as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## ATSI Resources:

For additional ATSI resources, please see the following CDE links:

- ATSI Planning Requirements (see Planning Requirements tab):  
<https://www.cde.ca.gov/sp/sw/t1/tsi.asp>
- ATSI Planning and Support Webinar:  
<https://www.cde.ca.gov/sp/sw/t1/documents/atsiplanningwebinar22.pdf>
- ATSI Planning Summary for Charters and Single-school Districts:  
<https://www.cde.ca.gov/sp/sw/t1/atsiplansummary.asp>

## Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

- Programs included on the ConApp: <https://www.cde.ca.gov/fg/aa/co/>
- ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>
- Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Updated by the California Department of Education, October 2023

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section D: Action Items

**Approval of Allowance Allocation #6 from 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 (Pifko/Bennett/CFW)**

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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 to 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 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 Assistant Superintendent of Business & Fiscal Services has been designated to provide the initial approval prior to placement on the Agenda. The accompanying document lists all the account draws approved to date for the Contractor Allowance.

The allowance began with a fund balance of Seven Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000.00). This request totals One Million One Hundred Fifty-Four Thousand Three Hundred Forty Dollars and Zero Cents (\$1,154,340.00) leaving a fund balance of Seven Hundred Thirty-Five Thousand One Hundred Eighteen Dollars and Zero Cents (\$735,118.00).

**FISCAL IMPACT:**

\$1,154,340.00 - Enhanced Master Construct Program. There is no recommended increase to the Project Budget.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #6 in the amount of \$1,154,340.00 as presented.

**ADDITIONAL MATERIALS:**

- Attached:** [Contractor Allowance Allocation #6 \(3 Pages\)](#)
- [CDR's \(288 Pages\)](#)
- [Amendment #2 \(15 Pages\)](#)
- [Agreement #17-158, Balfour Beatty Construction \(24 Pages\)](#)



# CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL #6

Date: 09/17/2025

Contractor Amendment #2 Allowance Approval NO.6

PROJECT: Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

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

ARCHITECT: IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

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

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR ALLOWANCE SUM PER AMENDMENT #2 .....	\$ 7,500,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ 5,610,542.00
ADJUSTED ALLOWANCE SUM .....	\$ 1,889,458.00
<b>NET CHANGE – ALLOCATION #6</b> .....	<b>\$ 1,154,340.00</b>
Total Allocations to Date: .....	\$ 6,764,882.00
ADJUSTED ALLOWANCE SUM THROUGH NO #6 .....	\$ 735,118.00
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: .....	182 Days
Adjusted Completion Date: .....	March 31, 2026

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.	CDR #191 R2– Changes to Phase 2 due to delay in City off site improvements			\$339,926.00	
2.	CDR #208 R1 – Extension of overhead and general conditions for plumbing sub due to the City of Oxnard delay in off site approval			\$155,115.00	
3.	CDR #209 R3 – Extension of overhead and general conditions for painting sub due to the City of Oxnard delay in off site approval			\$185,569.00	
4.	CDR #391 – Furnish and install guardrail on corner of La Puerta and Driskill per City approved Off-Site plans			\$31,705.00	
5.	CDR #409 – Remobilization and material cost increase due to delay in City Off-Site plan approval			\$20,740.00	
6.	CDR #412 – Temporary trailer rental and utilities due to delay in City Off-Site approvals			\$29,365.00	
7.	CDR #413 R2 – Overtime costs for landscaping installation due to delay in City off-site approvals			\$11,902.00	
8.	CDR #414 – Install kitchen backflow cage required for City and Health Dept approval			\$2,629.00	
9.	CDR #415 – Added work for contaminated soil removal due to delay in City approval			\$218,594.00	
10.	CDR #417 – Furnish and install five pipe bollards at two locations per City off site plan approval			\$8,165.00	
11.	CDR #418 – Re-chlorinate entire school domestic water system due to delay in City off-site plan approval			\$14,327.00	
12.	CDR #419 – Perform sidewalk and curb repairs as directed by City			\$1,853.00	
13.	CDR #420 – Overtime to complete slurry seal of		D-2	\$1,636.00	

	parking lots due to delay in City off-site plan approval				
14.	CDR #421 – Irrigation and domestic water backflow modifications required by City off-site approval			\$23,361.00	
15.	CDR #422 – Signage and striping revisions along La Puerta and Driskill required by City			\$33,065.00	
16.	CDR #423 R2 – Added playground striping requested due to delay in City off-site approvals			\$1,817.00	
17.	CDR #424 R1 – Replacement bird spike deterrents.			\$13,735.00	
18.	CDR #425 – Plumbing repairs due to delay in off-site improvement approval			\$1,525.00	
19.	CDR #426 – Extension of State Mandated storm water permit coverage due to delay in City off site approvals			\$18,327.00	
20.	CDR #427 – Added crosswalk ramps per City Requirement at La Puerta and Driskill			\$39,121.00	
21.	CDR #428 – Added sprinkler heads along Driskill			\$1,113.00	
22.	CDR #430 – Relocate tilt skillet			\$750.00	
	Total			\$1,154,340.00	

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 191 R2  
 Date: 7-31-2025

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

The Contract is changed as follows:

<p>Ref. CDR 191 R2 - Cost Event 273 - CCD 026 / ASI 039R Revisions to ECDC</p> <p>The change order for CCD 026 and ASI 039R includes grade changes, paving, storm drain modifications, additional fencing, landscape and irrigation revisions, and the cut and cap of existing buildings to remain.</p> <p>Changes made after August 14, 2024, to CCD 0026 and ASI 039R are not included. Additionally, General Conditions, direct, indirect, and time extension impacts to Phase II resulting from the Offsite Improvements (TIA#4) delay are to be submitted separately.</p> <p>Exclude the protection or removals of existing hardscape or landscape that is not designated for removal.</p>	<p>\$ 339,926.00</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: scott burkett recommended  
 Date: 2025-07-31      Date: \_\_\_\_\_      Date: 8-4-2025

OWNER - Oxnard School District      By: [Signature]      Date: 8/13/25

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-31-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	273
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. CDR 191 R2 - Cost Event 273 - CCD 026 / ASI 039R Revisions to ECDC

The change order for CCD 026 and ASI 039R includes grade changes, paving, storm drain modifications, additional fencing, landscape and irrigation revisions, and the cut and cap of existing buildings to remain.

Changes made after August 14, 2024, to CCD 0026 and ASI 039R are not included. Additionally, General Conditions, direct, indirect, and time extension impacts to Phase II resulting from the Offsite Improvements (TIA#4) delay are to be submitted separately.

Exclude the protection or removals of existing hardscape or landscape that is not designated for removal.

**A. Subcontractor's Cost**

**BC Rincon**

Seal and Re-stripe ECDC Driveway	\$ 4,120.00
Overhead & Profit at 10%	\$ 412.00
Insurance at 1%	\$ 45.32

**Burns Pacific**

Installation of perforated HDPE sub-drain pipe	\$ 15,427.92
Insurance at 1%	\$ 154.28

**Econo Fence**

Installation of 284 feet of permanent chain-link fence	\$ 21,820.89
Insurance at 1%	\$ 218.21

**Fence Factory**

Addition of 340 feet of temporary freestanding fence panels and 620 feet of blue shade	\$ 5,710.00
Rental Fees (\$1,000 a month for 8 months)	\$ 8,000.00
Maintenance and Repairs (4 visits at \$750.00 per visit)	\$ 3,000.00

**Huitt-Zollars**

Provide staking for added curb, modified underground utilities, and regrading	\$ 15,600.00
Credit for ECDC	\$ (3,000.00)
Bond at 1.5%	\$ 234.00
Insurance at 1%	\$ 156.00

**Inland Building - Site Concrete**

Mowing strip installation, parking lot island revision, and removal and replacement of sidewalk and curb.	\$ 8,659.70
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# CHANGE ORDER REQUEST (COR)

**Owner:** Oxnard School District  
**Permit Number:** DSA# 03-119284  
**Project Name:** Rose Ave. K-5 Reconstruction  
**Project Number:** 15650001  
**To: (Program Manager)** Gerald Schober - CFW  
**From: (Contractor or Design)** Balfour Beatty

**Date:** 7-31-2025  
**Change Event No.:** 273  
**Contract Number:** P22-01685  
**Task Order Number:** n/a

**JDML Inc**

Increase in Tipping fees for disposing of demolition waste at a landfill or recycling facility \$ 249,384.00  
 Credit for the demolition of Buildings 5 and 5A and associated site work. \$ (15,644.32)  
 Bond at 1.5% \$ 3,740.76  
 Insurance at 1% \$ 2,493.84

**Premierwest Landscape**

Installation of stabilized decomposed granite, infield mix, and air relief valves. \$ 23,061.49  
 Deletion of various irrigation materials and landscaping components. \$ (32,496.41)  
 Bond at 1.5% \$ (141.52)  
 Insurance at 1% \$ (94.35)

**Summer Construction**

Credit for clearing and grading no longer required. \$ (13,580.31)

**Taft Electric**

Coordination with Edison for meter service removal and safe off for the (2) existing school buildings to remain \$ 12,308.00  
 Bond at 1.5% \$ 184.62  
 Insurance at 1% \$ 123.08

**Allowance**

Removal of curbs around the irrigation pump and controller area \$ 4,000.00

**Subtotal A: \$ 313,897.20**

**B. General Contractor's Cost**

Balfour Beatty General Conditions		<i>To be submitted separately with TIA#4</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	
	<b>Subtotal C: \$</b>	<b>-</b>

## CHANGE ORDER REQUEST (COR)

**Owner:** Oxnard School District  
**Permit Number:** DSA# 03-119284  
**Project Name:** Rose Ave. K-5 Reconstruction  
**Project Number:** 15650001  
**To: (Program Manager)** Gerald Schober - CFW  
**From: (Contractor or Design)** Balfour Beatty

**Date:** 7-31-2025  
**Change Event No.:** 273  
**Contract Number:** P22-01685  
**Task Order Number:** n/a

<b>C. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A	5%	\$	15,694.86
Overhead & Profit 10% of Subtotal B	10%	\$	-
<b>Subtotal D: \$</b>			<b>15,694.86</b>
<b>D. Bond at 1%</b>	<b>1%</b>		<b>Subtotal E: \$ 3,399.26</b>
<b>E. Builders Risk Insurance at 1%</b>	<b>1%</b>		<b>Subtotal F: \$ 3,399.26</b>
<b>F. General Liability at 1.04%</b>	<b>1.04%</b>		<b>Subtotal G: \$ 3,535.23</b>
<b>Grand Total = (A + B + C + D + E + F)</b>			<b>\$ 339,926.00</b>

The request could potentially Increase the Milestones and/or Contract Time by **TBD** calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-07-31
Print Name & Title (General Contractor)	Signature	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 #:** 21-198 **CCO#27**

**DATE:** 7/30/2025

**TO:** Balfour Beatty  
 13520 Evening Creek Drive, North #270  
 San Diego, CA 92128

**PROJECT:** Rose Avenue Elementary School  
 220 South Driskill Street  
 Oxnard, CA 93030

**DESCRIPTION:** Clean & Seal and Additional Striping at Exiting Parking Area

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Clean & Seal 1 Coat of Overkote Asphalt Sealer	8000	SF	0.45	\$3,600.00
2) Re-Stripe Existing Configuration				
Single Line Stalls	11	EA		
4" White Hashing	120	LF		
			Lump/Sum	\$520.00

**Notes:**

Based on one move in.  
 Striping to be paint only.  
 Exclude removing or replacing wheel stops.  
 Prices good through 8/31/2025

<b>Total:</b>	<b>\$4,120.00</b>
<b>Bond Rate 1.5%</b>	<b>\$61.80</b>
<b>Subtotal:</b>	<b>\$4,181.80</b>

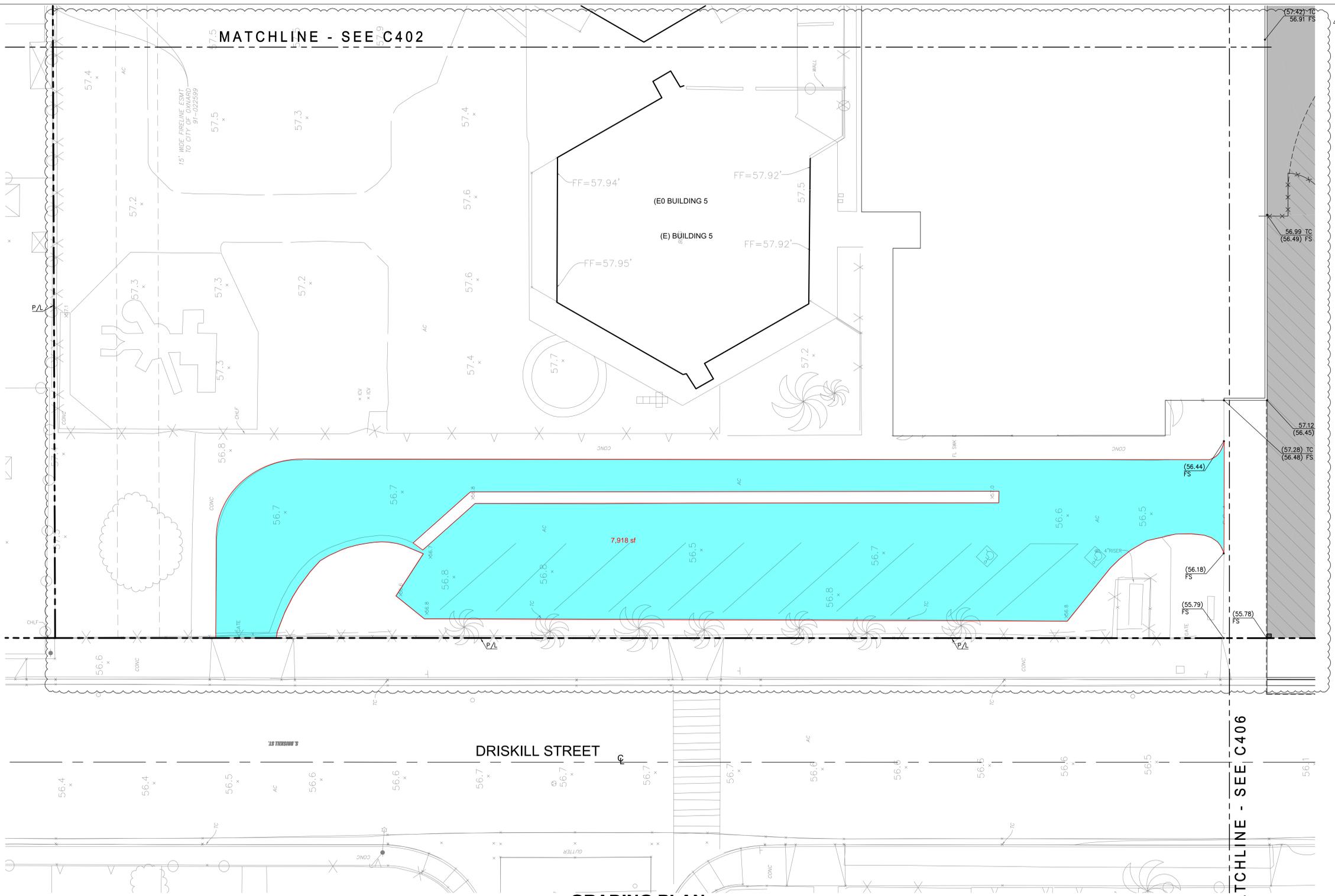
Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$183,006.23</u>
This Request	<u>\$4,181.80</u>
Other Pending Request	<u>\$34,038.83</u>
Total Contract With This Change Order	<u>\$607,188.03</u>

Authorized Signature: Robert Noel  
 BC Rincon Construction

Date: 7-30-2025

Authorized Signature: \_\_\_\_\_

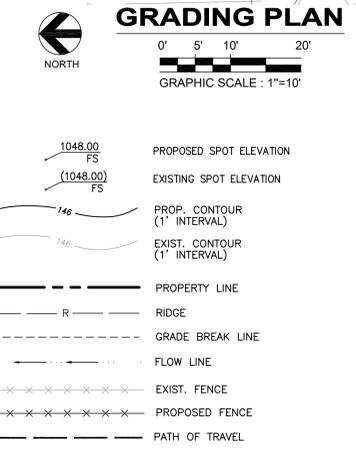
Date: \_\_\_\_\_



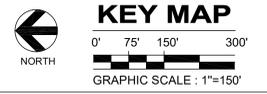
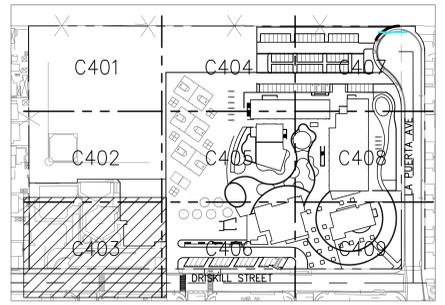
- CONSTRUCTION NOTES:**
1. CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
  2. CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
  3. PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
  4. CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
  5. INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
  6. 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.
  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 PER LANDSCAPE PLANS
	NEW CONCRETE PAVERS PER LANDSCAPE PLANS
	NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS
	NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS



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



**AGENCY INFORMATION**

APPROVED FOR THE STATE ARCHITECT  
APP: 03-119264, INC.  
REVIEWED FOR:  
SS (E) FLS (E) ACS (E)  
DATE: 01/28/2024

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**ISSUES**

NO.	ISSUANCE	DATE
1	CCD 026	01/22/24

**CLIENT**

**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

**CONSULTANTS**

**BRANDOW & JOHNSTON**  
STRUCTURAL-CIVIL ENGINEERS (BAJ HBK, INC.)  
700 S FLOWER ST #1800, LOS ANGELES, CA 90017  
T: (213) 556-4500 WWW.BAJCE.COM

**PROFESSIONAL ENGINEER**  
STATE OF CALIFORNIA  
FOR BRANDOW & JOHNSTON

**SEAL**

**LICENSED ARCHITECT**  
OXNARD No. 0  
No. C18079  
REN. 10/23  
STATE OF CALIFORNIA

**PRIME CONSULTANT**

**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 769-0011 fax (213) 769-0016  
ibigroup.com

**PROJECT**

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

**PROJECT NO:** 109990

<b>DRAWN BY:</b> Author	<b>CHECKED BY:</b> Checker
<b>PROJECT MGR:</b> Designer	<b>APPROVED BY:</b> Approver

**SCALE:** DATE: 01/18/2024

**SHEET TITLE**

**GRADING PLAN**

**SHEET NUMBER**

**C403**

**ISSUE**

**BID FOR:** Increase Rates for Phase II Work  
**LOCATION:** Rose Ave. Elementary School  
**FIRM:** Balfour Beatty Construction Inc.  
**ADDRESS:** 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128  
**CONTACT:** Rafael Alamillo  
**OFFICE:**  
**CELL:** 805-208-7462  
**EMAIL:** [ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com)

**BID NO:** 5769  
**COR NO:** 24  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**BID DATE:** 02/15/24

**BY:** John Hale  
**OFFICE:** 805-371-4171  
**CELL:** 805-201-8152  
**FAX:** 805-495-6014  
**EMAIL:** [jhale@burnspacific.com](mailto:jhale@burnspacific.com)

**SCOPE OF WORK:** Installation of Remaining contract work in Phase II, 1325 LF of 8" Perforated HDPE Sub-Drian Pipe after removing 375 LF for building 5 and 5A to remain. Equipment and Wage Rate Increases are shown on attached work sheets with totals for the original amount of 2460 LF of pipe for phase 1 and 2. A cost breakdown is shown on each worksheet and a cost per linear foot is calculated.

ITEM NO.		QTY	UM	TOTAL
----------	--	-----	----	-------

**WORK ITEMS:**

Cost of 8" HDPE in Original Proposal	2460	LF	\$ 129,475.06
Cost of 8" HDPE with Current Rates	2460	LF	\$ 158,118.60
Cost Per Linear Foot in Original Proposal	\$52.63	LF	
Cost Per Linear Foot at Current Rates	\$64.28	LF	
Remaining 8" Pipe in Phase II, 1325 LF @ \$64.28	1325	64.28	\$ 85,165.51
Remaining 8" Pipe in Phase II original quote	1325	52.63	\$ 69,737.58
			<u>\$ 15,427.92</u>
Total Request for this Change Order Request			\$ 15,427.92

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON PLANS BY BRANDOW & JOHNSTON
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.

**TAKEOFF WORKSHEET - INTERNAL USE ONLY**

**BID FOR:** Phase II Increase in Labor and Equipment  
**LOCATION:** Rose Ave. Elementary School  
 Balfour Beatty Construction Inc.  
 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128  
**CONTACT** Rafael Alamillo  
 805-208-7462

**BID NO:** 5769  
**COR NO:** 24  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 06/30/21

**SCOPE OF WORK: Installation of 2460 LF of 8" Perforated HDPE Sub-Drain Pipe**

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
----------	-----	----	------------	-------

**WORK ITEMS:**

- 1 Mobilization
- 2 Excavation
- 3 Installation of 2460 LF of 8" HDPE Pipe
- 4 Backfill and Compaction
- 5
- 6
- 7
- 8
- 9 **This is a Breakdown of the Original Proposal**
- 10 \$ 131,808.00 ÷ 2460 LF = \$ 53.58 LF

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	152	HRS	\$121.90	\$18,528.80
2	OPERATOR	144	HRS	\$119.58	\$17,219.52
3	LABORERS	384	HRS	\$93.47	\$35,892.48
4	TEAMSTER	56	HRS	\$95.25	\$5,334.00
				<b>LABOR TOTAL</b>	<b>\$76,974.80</b>
1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	128	HRS	\$70.00	\$8,960.00
4	JD 624 LOADER	16	HRS	\$80.00	\$1,280.00
5	WATER TRUCK	72	HRS	\$40.00	\$2,880.00
6	CREW TRUCK W/TOOLS	128	HRS	\$35.00	\$4,480.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	152	HRS	\$23.00	\$3,496.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK	32	HRS	\$50.00	\$1,600.00
11	WACKER COMPACTOR	5	DAY	\$200.00	\$1,000.00
12	TRENCHER			\$250.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$23,696.00</b>

**ESTIMATED MATERIAL COST**

1	8" HDPE Perforated Pipe	2460	LF	\$3.91	\$9,618.60
2	3/4" Crushed Rock	205	TON	\$38.80	\$7,954.00
3	Mirifi Fabric	2	ROLL	1350.00.	\$2,700.00
4	Bagged Concrete	20	EA	\$6.60	\$132.00
5					\$0.00
				<b>MATERIAL</b>	<b>\$20,404.60</b>
				<b>TAX 9.25%</b>	<b>\$1,887.42</b>
				<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$22,292.02</b>

	DIRECT COSTS SUBTOTAL	\$122,962.83
EQUIP & MATERIAL MARKUP	10%	<u>\$4,598.80</u>
	<b>DIRECT COSTS TOTAL</b>	<b>\$127,561.63</b>
BOND FEE	1.50%	<u>\$1,913.42</u>
	<b>GRAND TOTAL</b>	<b><u><u>\$129,475.06</u></u></b>

**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.

**TAKEOFF WORKSHEET - INTERNAL USE ONLY**

**BID FOR:** Phase II Increase in Labor and Equipment  
**LOCATION:** Rose Ave. Elementary School  
 Balfour Beatty Construction Inc.  
**CONTACT:** 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128  
 Rafael Alamillo  
 805-208-7462

**BID NO:** 5769  
**COR NO:** 24  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 02/15/24

**SCOPE OF WORK: Installation of 2460 LF of 8" Perforated HDPE Sub-Drain Pipe**

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
----------	-----	----	------------	-------

**WORK ITEMS:**

- 1 Mobilization
- 2 Excavation
- 3 Installation of 2460 LF of 8" HDPE Pipe
- 4 Backfill and Compaction
- 5
- 6
- 7
- 8
- 9 **This is a Breakdown of New Labor and Equipment Rates**
- 10 \$ 160,880.00 ÷ 2460 LF = \$ 65.39 LF

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	152	HRS	\$154.20	\$23,438.40
2	OPERATOR	144	HRS	\$149.10	\$21,470.40
3	LABORERS	384	HRS	\$115.97	\$44,532.48
4	TEAMSTER	56	HRS	\$116.16	\$6,504.96
				<b>LABOR TOTAL</b>	<b>\$95,946.24</b>
1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	128	HRS	\$105.00	\$13,440.00
4	JD 624 LOADER	16	HRS	\$120.00	\$1,920.00
5	WATER TRUCK	72	HRS	\$40.00	\$2,880.00
6	CREW TRUCK W/TOOLS	128	HRS	\$45.00	\$5,760.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	152	HRS	\$27.00	\$4,104.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK	32	HRS	\$125.00	\$4,000.00
11	WACKER COMPACTOR	5	DAY	\$200.00	\$0.00
12	TRENCHER			\$250.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$32,104.00</b>

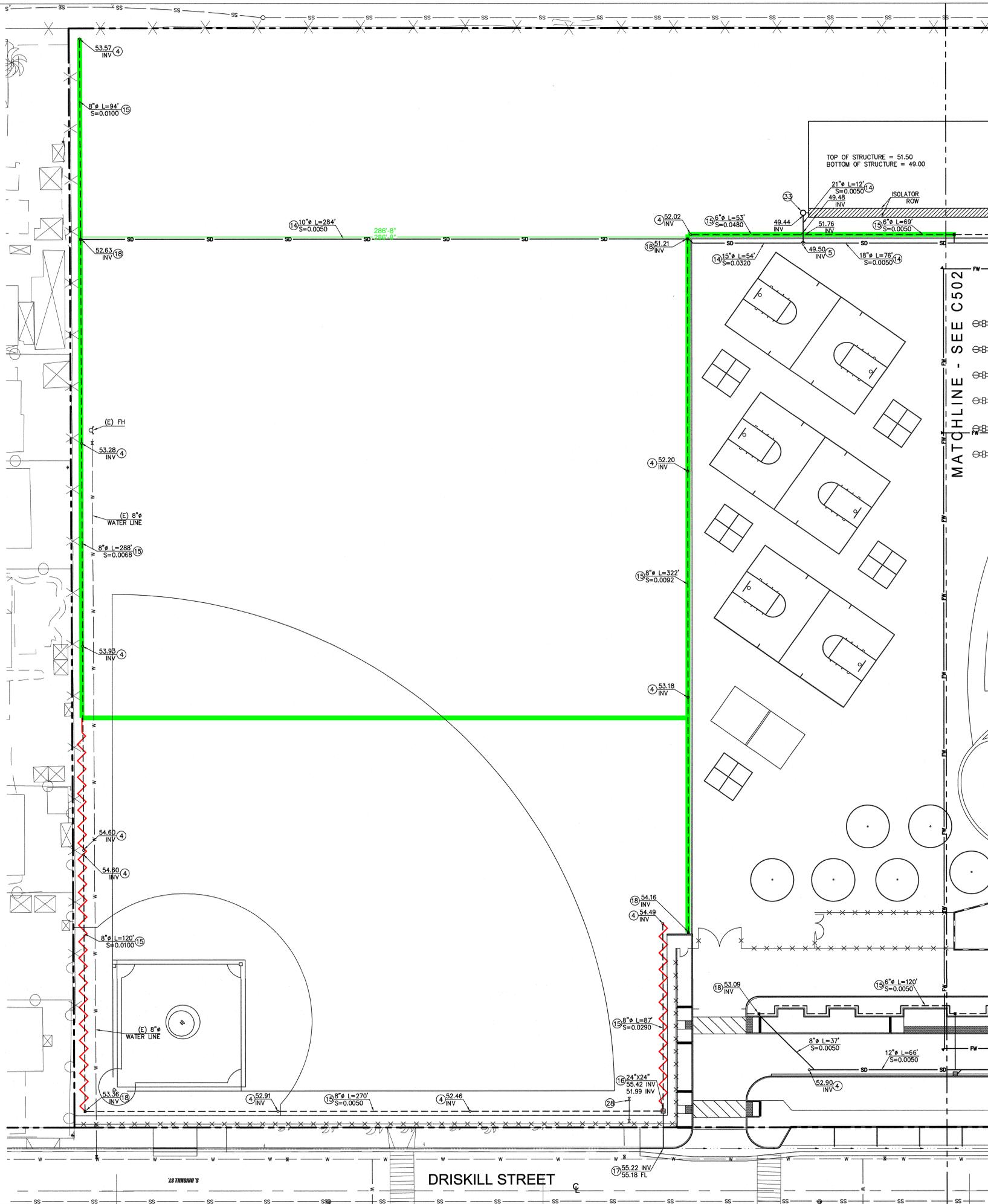
**ESTIMATED MATERIAL COST**

1	8" HDPE Perforated Pipe	2460	LF	\$3.91	\$9,618.60
2	3/4" Crushed Rock	205	TON	\$38.80	\$7,954.00
3	Mirifi Fabric	2	ROLL	1350.00.	\$2,700.00
4	Bagged Concrete	20	EA	\$6.60	\$132.00
5					\$0.00
				<b>MATERIAL</b>	<b>\$20,404.60</b>
				<b>TAX 9.25%</b>	<b>\$1,887.2</b>
				<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$22,292.60</b>

	DIRECT COSTS SUBTOTAL	\$150,342.27
EQUIP & MATERIAL MARKUP	10%	\$5,439.60
	<b>DIRECT COSTS TOTAL</b>	<b>\$155,781.87</b>
BOND FEE	1.50%	\$2,336.73
	<b>GRAND TOTAL</b>	<b>\$158,118.60</b>

**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.



**CONSTRUCTION NOTES:**

1. INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
2. CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
3. CONNECT TO CITY SEWER MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202.
5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE.
6. CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
7. CONNECT TO CITY WATER MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH WATER PURVEYOR.
8. INSTALL REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL, SIZE TO MATCH THE SIZE OF SERVICE.
9. INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN.
10. CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS.
11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 350A04 OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 8 ON SHEET C202.
12. INSTALL FIRE DEPARTMENT CONNECTION (FDC).
13. INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202.
14. INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN.
15. INSTALL HDPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN.
16. INSTALL BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202. SIZE PER PLAN.
17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS.
18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL.
20. CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
21. INSTALL 2" SDR 11 GAS LINE, MANUFACTURED ACCORDING TO ASTM D2513.
22. CONNECT TO CITY GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
23. INSTALL GAS METER PER PLUMBING PLAN.
24. INSTALL WATER METER. COORDINATE WITH WATER PURVEYOR.
25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN.
26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARDS.
27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
28. EXISTING 3" IRRIGATION LINE. SEE LANDSCAPE SHEET FOR CONTINUATION.
29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203.
30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS.
31. CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS.
32. ENCASE PIPE WITH CONCRETE.
33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202.

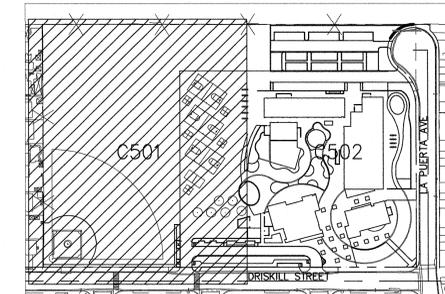
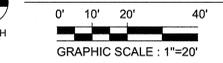
**LEGEND**

---	PROPERTY LINE
---	CENTER LINE
---	LIMITS OF BUILDING
---	OVEREXCAVATION
---	FENCE
---	EXIST. FENCE
---	PERFORATED PIPE
G	GAS MAIN
SS	SANITARY SEWER
SD	STORM DRAIN
W	WATER MAIN
RW	RECLAIMED WATER
FW	FIRE WATER
E	ELECTRIC CABLE (FOR REF. ONLY)
T	TELEPHONE (FOR REF. ONLY)
G	EXIST. GAS MAIN
SS	EXIST. SANITARY SEWER
SD	EXIST. STORM DRAIN
W	EXIST. WATER MAIN
RW	EXIST. RECLAIMED WATER
FW	EXIST. FIRE WATER
E	EXIST. ELECTRIC U/G CABLE
T	EXIST. TELEPHONE
---	ADA PATH OF TRAVEL
---	EXISTING RETAINING WALL
---	EXISTING SCREEN WALL
---	EXISTING VALVE
---	EXISTING FIRE HYDRANT

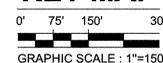
**SHEET NOTE:**

1. FOR PIPE TRENCHING DETAIL: FLEXIBLE PIPE, SEE DETAIL 1 ON SHEET C202. WATER/GAS PIPE, SEE DETAIL 2 ON SHEET C202.

**UTILITY PLAN**



**KEY MAP**



CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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is a member of the IBI Group of companies.

ISSUES  
NO. ISSUANCE DATE

CONSULTANTS  
**BRANDOW & JOHNSTON**  
STRUCTURAL-CIVIL ENGINEERS (SAL, BEC, INC.)  
700 S FLOWER ST #1800, LOS ANGELES, CA 90017  
T: (213) 596-4500 WWW.BJSC.COM

REGISTERED PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA  
FOR BRANDOW & JOHNSTON

AGENCY INFORMATION:  
AGENCY TRACKING NO. FILE NO.  
7258-107 58-22  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
AC SS FL 1/2/2019  
DATE 1/11/2019

SEAL  
REGISTERED ARCHITECT  
STATE OF CALIFORNIA  
REIN. 4/21

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel: (213) 759-0111 Fax: (213) 759-0016  
ibigroup.com

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

PROJECT NO:  
109990

DRAWN BY:  
Author

CHECKED BY:  
Checker

PROJECT MGR:  
Designer

APPROVED BY:  
Approver

SCALE:  
DATE:  
6/6/2019

SHEET TITLE  
**UTILITY PLAN**

SHEET NUMBER  
**C501**

ISSUE

# ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

## POTENTIAL CHANGE ORDER

#11R2

June 2, 2025

Balfour Beatty Construction

Show the fence layout

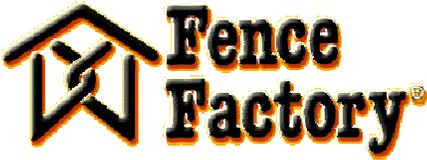
ATTENTION: Rafael

SENT FROM: Judd Leslie

### ROSE AVE ES

REFERENCE: ASI #039: Add (284') of 6' high chain link fence.

ITEM DESCRIPTION	QTY		UNIT COST	TOTAL
<b>MATERIALS:</b>				
- 2 3/8" x 9' Long line posts w/ concrete footings & fittings	24 ea	@	\$111.85 ea	\$2,684.40
- 2 7/8" x 9' Long end & corner posts w/ concrete footings & fittings	7 ea	@	\$145.60 ea	\$1,019.20
- 1 5/8" Top & brace rails	431' LF	@	\$3.40 LF	\$1,465.40
- 7ga Tension wire	284' LF	@	\$0.30 LF	\$85.20
- 6' x 9ga x 2" Mesh chain link fabric	284' LF	@	\$6.10 LF	\$1,732.40
			SUBTOTAL:	\$6,986.60
			TAX:	\$611.33
			<b>TOTAL MATERIALS:</b>	<b>\$7,597.93</b>
<b>EQUIPMENT:</b>				
Crew Truck	48 hrs	@	\$25.00 hr	\$1,200.00
Bobcat & Hauler	16 hrs	@	\$49.00 hr	\$784.00
			<b>TOTAL EQUIPMENT:</b>	<b>\$1,984.00</b>
<b>LABOR:</b>				
- Foreman	48 hrs	@	\$92.57 per hr	\$4,443.36
- Laborer	64 hrs	@	\$86.23 per hr	\$5,518.72
			<b>TOTAL LABOR:</b>	<b>\$9,962.08</b>
			<b>SUBTOTAL:</b>	<b>\$19,544.01</b>
			10% Overhead & Profit:	\$1,954.40
			BONDS @ 1.5%:	\$322.48
			<b>TOTAL ADD:</b>	<b>\$21,820.89</b>



821 MAULHARDT AVE. OXNARD, CA. 93030 805.644.4617 805.644.0309

---

**CALL TOLL FREE 888-713-3623**

D. I. R. REGISTRATION # 1000003937

October 8, 2024

Balfour Beatty

Attn: Filbert

From: John

Re: Rose Ave fencing.

Filbert,

Per your request, here is our quote information.

Add to site approximately 340 lf of 8' tall freestanding fence panels and 620 lf of 8' tall, Blue shade-cloth sitting on T-stands with two sand bags per stand.

Total =\$5,710.00

Return trips to site will carry a \$250.00 minimum

(Actual cost tbd based on time on site and material(s) added/removed from site and or repair work performed)

Respectfully,

John Martin



June 24, 2024

Mr. Filbert Carbajal  
Balfour Beatty  
Project Engineer  
600 Galleria Parkway, Suite 1800  
Atlanta, GA 30339  
805-266-1052  
[fcarbajal@balfourbeattyus.com](mailto:fcarbajal@balfourbeattyus.com)

Re: **Change Order No. 9 for CCD-026 Revisions**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Filbert:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

**I. SCOPE OF SERVICES:**

**1.0** Huitt-Zollars will provide staking for CCD-026 revisions as referenced in the email dated June 24, 2024, attachment CCD\_026\_V1.

**II. COMPENSATION:**

This service will be billed monthly on a Lump Sum basis based on the % of work completed.

<b>1.0</b>	<b>Additional Staking Services:</b> .....	15,600.00	(LS)
	<b>Total Change Order No. 9</b>	<b>\$ 15,600.00</b>	<b>(LS)</b>



July 31, 2025

Mr. Rafael Alamillo  
Balfour Beatty  
Senior Project Manager  
600 Galleria Parkway, Suite 1800  
Atlanta, GA 30339  
805-208-7462  
[RALamillo@balfourbeattyus.com](mailto:RALamillo@balfourbeattyus.com)

Re: **Change Order No. 13 for reduction of scope of work on CCD-026, Sheet C403**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for a reduced scope of services relating to Sheet C403 of CCD-026.

**I. SCOPE OF SERVICES:**

**1.0** Huitt-Zollars will not provide survey staking services (reduced scope of work) for sheet C403 of CCD-026 as referenced in the email dated June 24, 2024, attachment CCD\_026\_V1.

**II. COMPENSATION:**

This service will be billed monthly on a Lump Sum basis based on the % of work completed.

<b>1.0</b>	<b>Reduced Scope of Services:</b> .....	-3,000.00	(LS)
	<b>Total Change Order No. 13</b>	<b>\$ -3,000.00</b>	<b>(LS)</b>

**III. CONTRACT SUMMARY**

---

The original Contract Sum was: .....	\$119,900.00
CO 001 : .....	7,881.00
CO 002 : .....	000.00
CO 003 : .....	833.00
CO 004 : .....	3,765.00
CO 005 : .....	3,915.00
CO 006 (backcharge accounted for here):.....	15,203.45
CO 007 : .....	7,350.00
CO 008: .....	<u>8,500.00</u>

The Contract Sum prior to this Change Order: \$167,347.45

**The Contract Sum will be increased by this Change Order 09: \$ 15,600.00**

**The new Contract Sum including this Change Order will be: \$182,947.45**

**IV. TERMS AND CONDITIONS:**

---

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

**V. AUTHORIZATION:**

---

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

**HUITT-ZOLLARS, INC.**



Michael Kremer, PLS  
 Senior Associate / Survey Manager  
 CA PLS No. 8425



Jeffrey Okamoto, P.E.  
 Senior Vice President / Managing Principal  
 CE PE No. 46049

**AGREED & ACCEPTED: Balfour Beatty Construction**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**III. CONTRACT SUMMARY**

---

The original Contract Sum was: .....	\$119,900.00
CO 001 :.....	7,881.00
CO 002 :.....	000.00
CO 003 :.....	833.00
CO 004 :.....	3,765.00
CO 005 :.....	3,915.00
CO 006 (backcharge accounted for here):.....	15,203.45
CO 007 :.....	7,350.00
CO 008: .....	8,500.00
CO 009: .....	<u>15,600.00</u>
 The Contract Sum prior to this Change Order:	 \$182,947.45
 <b>The Contract Sum will be decreased by this Change Order 13:</b>	 <b>\$ -3,000.00</b>
 <b>The new Contract Sum including this Change Order will be:</b>	 <b>\$179,947.45</b>

**IV. TERMS AND CONDITIONS:**

---

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huit-Zollars.

**V. AUTHORIZATION:**

---

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

**HUITT-ZOLLARS, INC.**



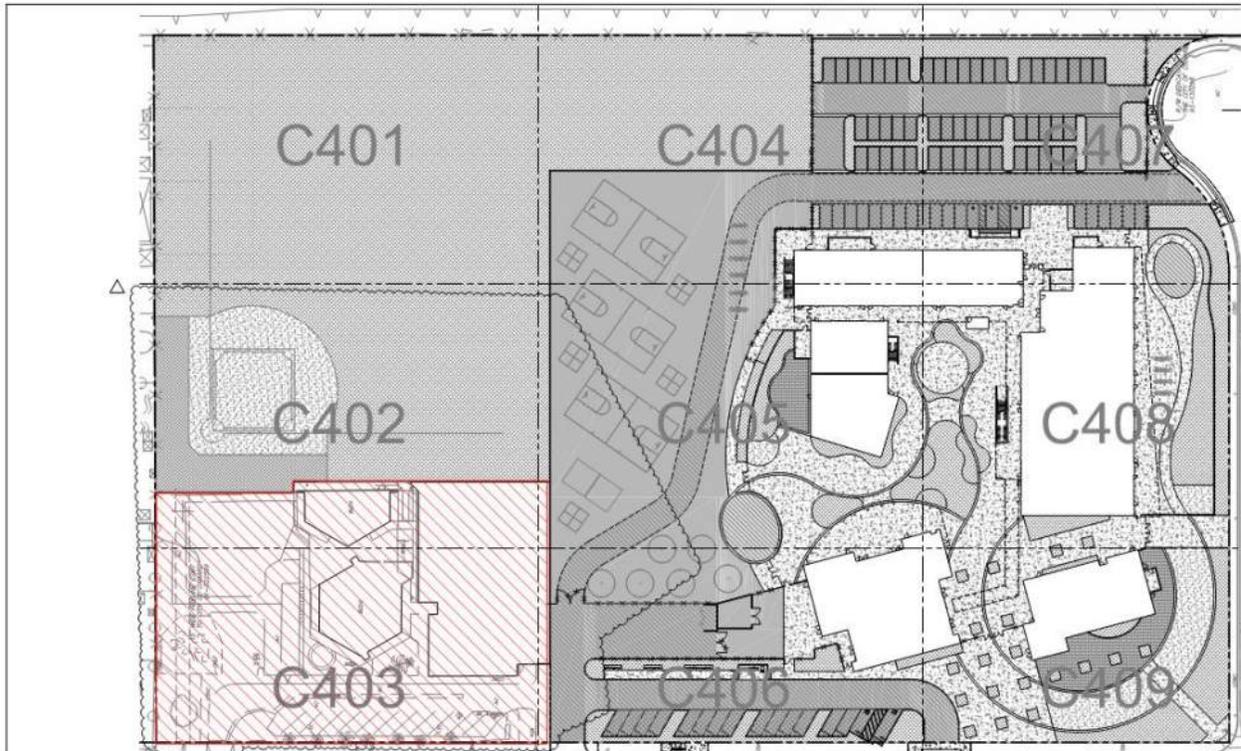
Michael Kremer, PLS  
 Senior Associate / Survey Manager  
 CA PLS No. 8425

Jeffrey Okamoto, P.E.  
 Senior Vice President / Managing Principal  
 CE PE No. 46049

**AGREED & ACCEPTED: Balfour Beatty Construction**

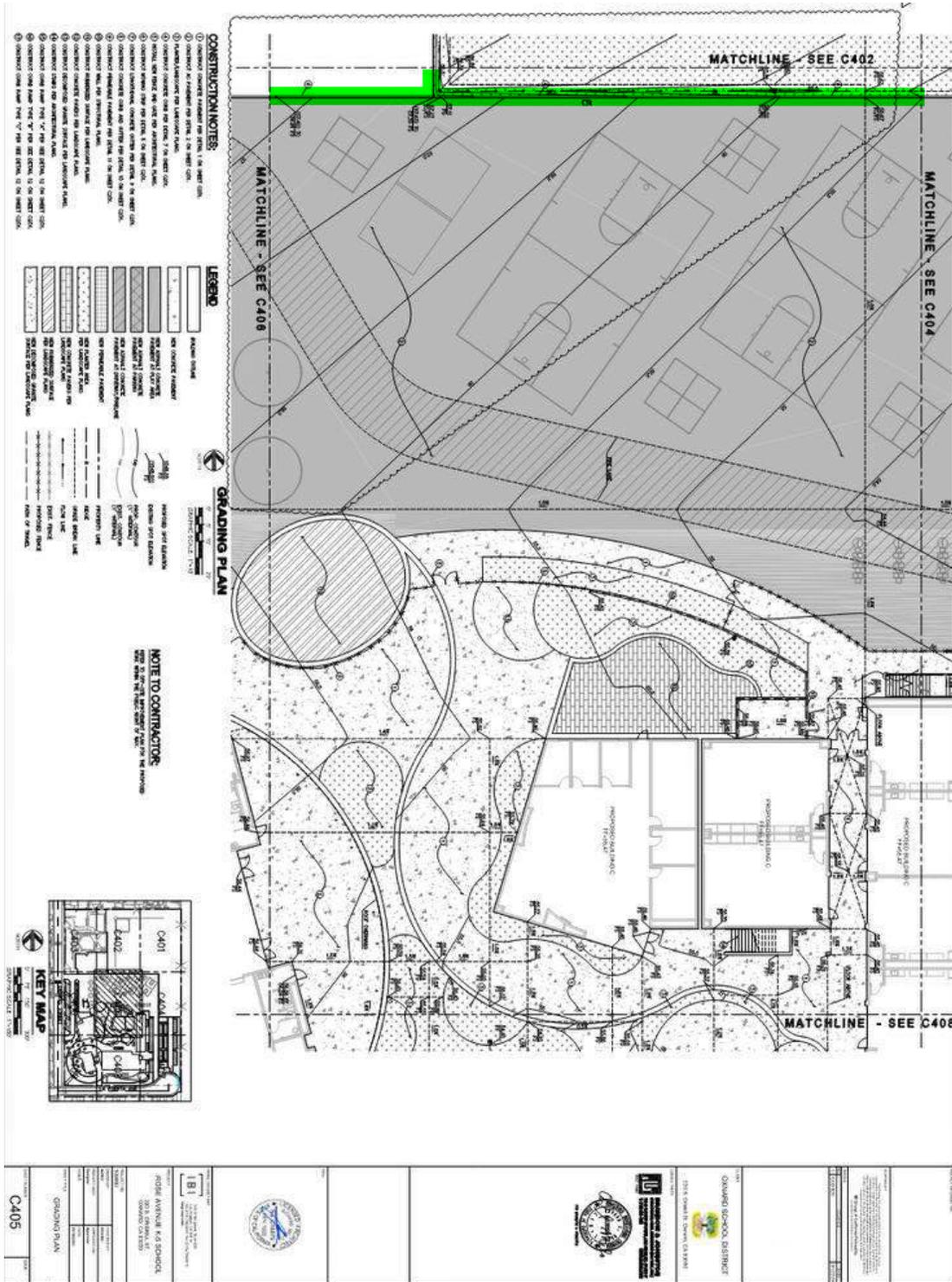
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Exhibit A1**



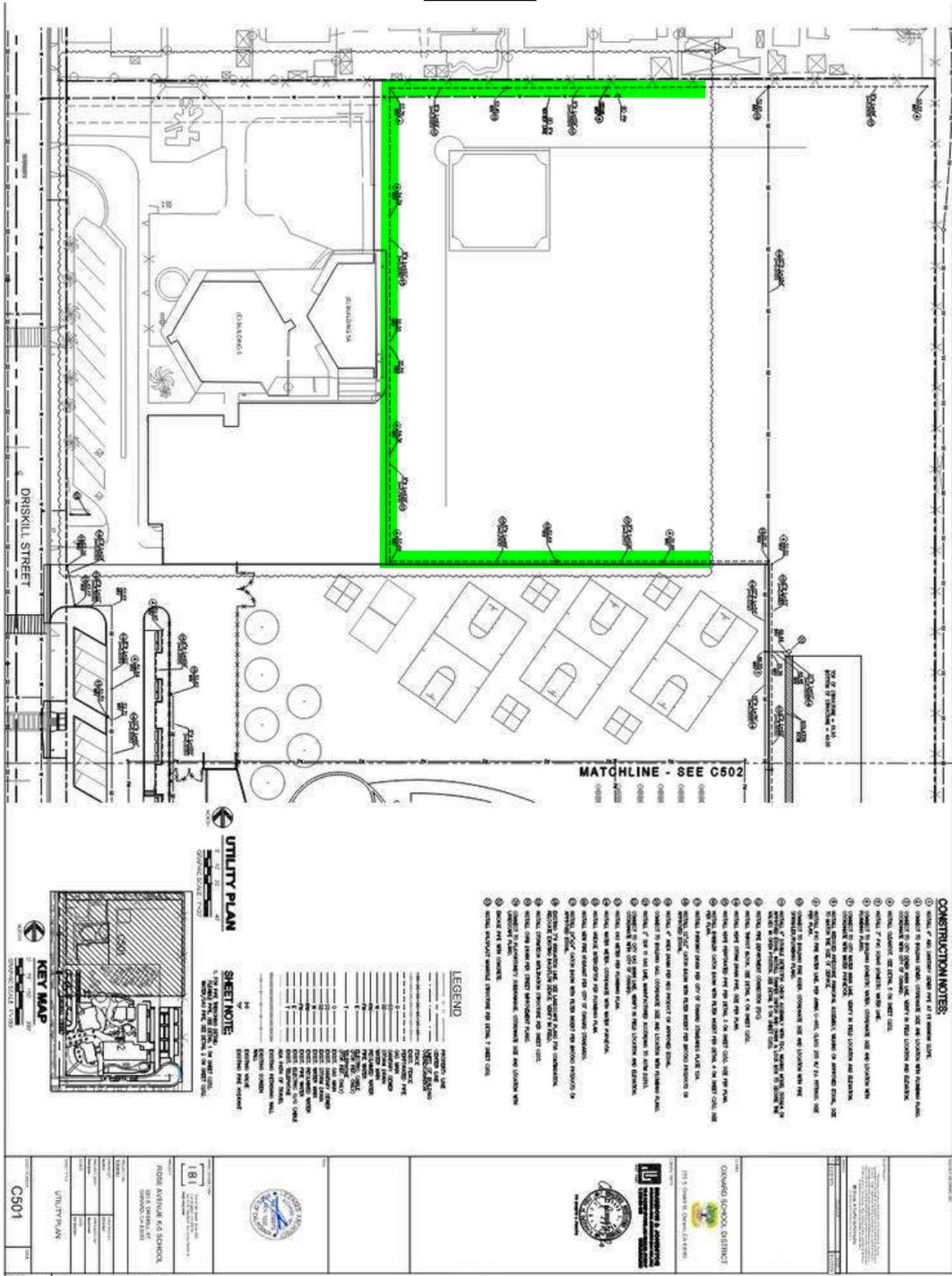


**Exhibit A2**

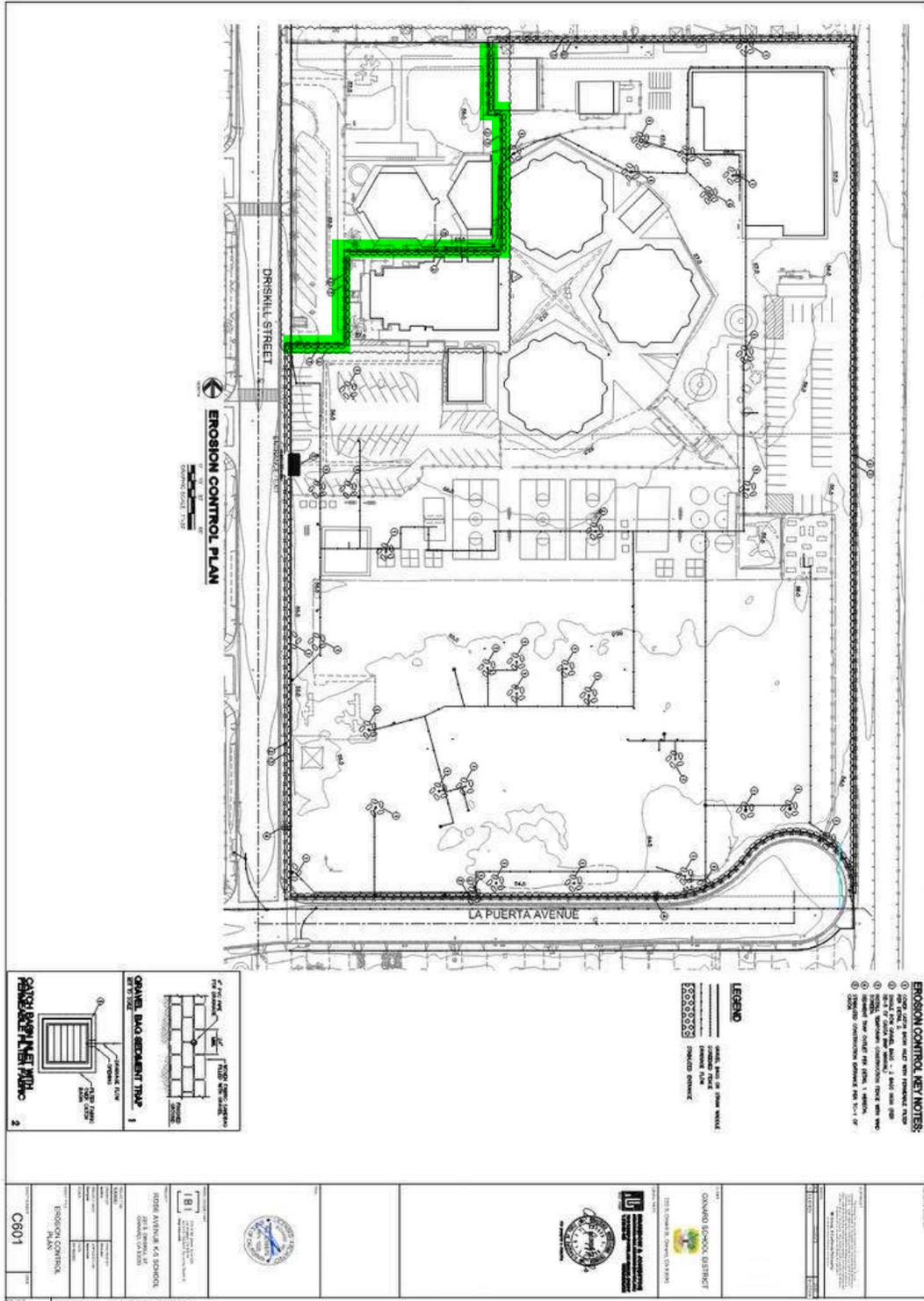




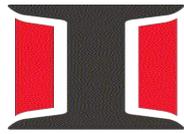
**Exhibit A4**



**Exhibit A4**







**IBCC**

Inland Building Construction Companies, Inc.

**Change Request Cost Breakdown**

Details	Qty.	Unit	Rate	Total	Notes
<b>Labor</b>					
Labor Rate (Effective 7/1/22-7/1/23)	-417	Hrs	\$89.15	-\$37175.55	
Labor Rate (Effective 7/1/24-7/1/25)	457	Hrs	\$97.37	\$44498.09	
	Qty.	Unit	Rate	Total	Notes
<b>Materials</b>					
Concrete (Through 9/30/23)	-54	Cy	\$173.00	-\$9342.00	
Concrete (Through 9/30/24)	45	Cy	\$216.39	\$9737.55	
	Qty.	Unit	Rate	Total	Notes
<b>Equipment</b>					
	Qty.	Unit	Rate	Total	Notes
<b>Rental Equipment</b>					
<b>Sub Total Labor</b>				\$7322.54	
<b>Sub Total Material</b>				\$395.55	
<b>Sub Total Equipment</b>				\$0.00	



# JDML Inc. STANDARD INDUSTRIES CONSTRUCTION CHANGE ORDER REQUEST

**LOCATION:** Rose Ave Elementary **COST CENTER:** \_\_\_\_\_

**TRADE:** Demolition **CONTRACT NO:** 15650000

**ORIGINAL CONTRACT AMOUNT:** \$ \_\_\_\_\_ -

**PRIOR CHANGE ORDERS:** \$ \_\_\_\_\_ -

**THIS CHANGE ORDER NO:** CCD 26

DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL COST
Building 5 and 5A a to remain	7,200	SF	\$ (2.80)	-\$20,160.00
Site Demo	29292	SF	\$ (0.21)	-\$6,151.32
Loss of Scrap Metal Salvage	7,200	SF	\$ 0.41	\$2,952.00
Selective Demo @ areas to remain	1	LS	\$ 2,500.00	\$2,500.00
Saw Cutting for Irrigation June 2024	1	LS	\$ 4,515.00	\$4,515.00
	1	LS	\$ -	\$0.00
	1	LS	\$ -	\$0.00
	1	LS	\$ -	\$0.00
	1	LS	\$ -	\$0.00
Mobilization	1	LS	\$ 700.00	\$700.00

**TOTAL CREDIT THIS CHANGE ORDER** **-\$15,644.32**

**REVISED CONTRACT AMOUNT (if approved)** \_\_\_\_\_

Reason for Change: \_\_\_\_\_

Scope Reduction for DAS File Number 55-22

Submitted: \_\_\_\_\_ Recommended: \_\_\_\_\_ Approved: \_\_\_\_\_

Randy Mayes - July 31, 2025  
Offsite Trade, Date

\_\_\_\_\_  
Superintendent, Date

\_\_\_\_\_  
CD Manager, Date

01/18/2024		BIM 360/110 10mm
SHEET TITLE <b>DEMOLITION PLAN</b>		
SHEET NUMBER <b>C301</b>	ISSUE	SCALE CHECK 1 in



LOCATION: Rose Ave Elementary

COST CENTER: \_\_\_\_\_

TRADE: Demolition

CONTRACT NO: 15650000

ORIGINAL CONTRACT AMOUNT: \$ -

PRIOR CHANGE ORDERS: \$ -

THIS CHANGE ORDER NO: \_\_\_\_\_

DESCRIPTION	QTY	UM	2021 COST	2025 COST	DIFFERENCE	COST INCREASE
CONSTRUCTION DEBRIS (tipping fee)	1300	TN	\$ 48,100.00	\$ 121,134.00	\$ 73,034.00	\$ 73,034.00
CONSTRUCTION DEBRIS (transportation rate)	86	Lds	\$ 37,375.00	\$ 12,900.00	\$ (24,475.00)	\$ (24,475.00)
CONCRETE AND ASPHALT (tipping fee)	660	Lds	\$ -	\$ 225.00	\$ 148,500.00	\$ 148,500.00
CONCRETE AND ASPHALT (transportation rate)	660	Lds	\$ 75,900.00	\$ 99,000.00	\$ 23,100.00	\$ 23,100.00
LABOR WAGE	1250	HR	\$ 106,250.00	\$ 131,250.00	\$ 25,000.00	\$ 25,000.00
OPERATOR WAGE	169	HR	\$ 16,900.00	\$ 21,125.00	\$ 4,225.00	\$ 4,225.00

GRAND TOTAL \$ 249,384.00

REVISED CONTRACT AMOUNT (if approved) \_\_\_\_\_

Reason for Change: \_\_\_\_\_

COST OF GOODS AND SERVICES INCREASES EXPERIENCED BEGINNING JULY 2021 TO PRESENT

Submitted:

Recommended:

Approved:

Randy Mayes - July 31, 2025

Offsite Trade, Date

\_\_\_\_\_  
Superintendent, Date

\_\_\_\_\_  
CD Manager, Date

SEE SUBCONTRACT EXHIBIT "A"

Rose Elementary						\$212.28			7/15/2021
<b>Trucking:</b>									
	Cost Basis	Yards	Tons	Hours / load	\$ / Trucking	Dump Fee	Total		
Concrete	\$115.00	5461	10594.34	1	\$58,016.62	\$0.00	\$58,016.62		
Asphalt	\$115.00	1696	3290.24	1	\$18,017.98	\$0.00	\$18,017.98		
Grubbing	\$115.00		800	3.75	\$16,428.57	\$37.00	\$46,028.57		
Trash	\$115.00		1300.0	3.75	\$37,375.00	37	\$85,475.00		
<b>Hard Demo</b>									
	Cost Basis	Yards	Cost				Total		
Breaker	\$42.00	2000	\$84,000.00				\$84,000.00		
Slabs	\$32.00	1765	\$56,480.00				\$56,480.00		
AC	\$12.00	1696	\$20,352.00				\$20,352.00		
<b>Backfill:</b>									
	Cost Basis	Yards	Tons	Cost	Mobe	Water	Total		
Trenching	\$13.00	1000		\$13,000.00			\$13,000.00		
Crushing			0	\$0.00			\$0.00		
Stockpile			0	\$0.00			\$0.00		
			0	\$0.00			\$0.00		
			0	\$0.00			\$0.00		
<b>Labor:</b>									
	Cost Basis	Man-hours	Cost				Total		
Supervisor			\$0.00				\$0.00		
Operator	\$100.00	169	\$16,900.00				\$16,900.00		
Laborer	\$85.00	1250	\$106,250.00				\$106,250.00		
Torch-Man	\$95.00	0	\$0.00				\$0.00		
			\$0.00				\$0.00		
Ovr head	\$5.00		\$6,157.50				\$6,157.50		
<b>Soft Demo</b>									
	#s / sqft	sqft	Tons	Equip Hours	Cost / Hour	Total			
All		75850.00	1297.0	151.0	610	\$92,110.00			
0	0	0.00	0.0	0.0	360	\$0.00			
0	0	0.00	0.0	0.0	360	\$0.00			
0	0	0.00	0.0	0.0	360	\$0.00			
0	0	0.00	0.0	0.0	360	\$0.00			
0	0	0.00	0.0	0.0	360	\$0.00			
0	0	0.00	0.0	0.0	360	\$0.00			
<b>Sub's:</b>									
	VenTERRA	Saw cut	HVAC				Total		
	\$5,000.00	\$2,500.00	\$5,000.00				\$12,500.00		
							\$0.00		
<b>Utilities:</b>									
	Water	Temporary	Gas	Elect.	Well	Total			
	\$6,500.00	\$0.00	\$0.00			\$6,500.00			
						\$0.00			
<b>Rental's</b>									
	Rk TRK	H20	Crane	lifts				Total	
								\$0.00	
								\$0.00	
<b>Materials</b>									
	SWPP	Bulbs				Total			
		\$3,000.00				\$3,000.00			
						\$0.00			
<b>Permits</b>									
	City	Grading	OSHA	DHS	Laboratory	Total			
						\$0.00			
						\$0.00			
<b>Mobilization</b>									
	Lowbed	Permits	Pilot	Subsistnc	Stndby	Total			
	\$7,500.00					\$7,500.00			
						\$0.00			
<b>Consumables</b>									
	Oxy&acet	Equip.	Suits	Rigging				Total	
								\$0.00	
								\$0.00	
<b>Haz-Mat</b>									
	LEAD				Total				
								\$0.00	
<b>Steel Credit</b>									
		Salvage Credit		Bonds	TOTAL			\$632,287.68	
	\$168,687.00			\$8,500.00	BID			\$472,100.68	

# Gold Coast Recycling & Transfer Station Inc. General Information

July 1, 2025

(Prices are subject to change without prior notice)

### Hours of Operation

Monday-Friday

Office	8:00am - 5:00pm
Main Tipping Floor	5:00am - 7:00pm
Buy-back	7:00am - 3:30 pm

Saturday

Office	Closed
Main Tipping Floor	5:00am - 5:00pm
Buyback	7:00am - 3:30pm

Sunday

Closed

6.26.25  
MA

### Minimum Fee Trash Disposal

\$37.84 half a ton or less (Effective 7/1/2025)

\$73.18 per ton (Effective 7/1/2025)

C&D loads are an additional \$20.00 per ton (\$93.18) **Customer must indicate a C&D Requirement receipt is needed at time of dump.**

\$154.79 Per ton for Hard to Handle (effective 7/1/2025)

### Items Accepted at Gold Coast Recycling & Transfer Station, Inc.

#### Buy-Back Prices are Fully Segregated Per Pound

CRV Aluminum Cans \$1.68

CRV Bimetal \$0.40

CRV Plastic Bottles #1 PET \$1.32

Cardboard \$00 Accepted for Free

CRV Glass Bottles \$.105

CRV #2 HDPE (High Density Poly) \$.59

ALL OTHER MATERIAL CHARGED AT TRASH FEE

CRV #3 PVC (Vinyl) \$.48

CRV #4 LDPE (Low Density Poly) \$2.04

CRV #5 PP (Polypropylene) \$.55

CRV #6 PS (Polystyrene) \$5.01

CRV #7 Other (includes pouches and unspecified resins) \$.31

Customers must complete transaction on the day of drop off

**\*\*CRV - CALIFORNIA REDEMPTION VALUE MATERIALS**

~~• 01 56 39 Temporary Tree & Plant Protection~~

3. Subcontractor shall perform the demolition of all existing site domestic water, fire water, storm drainage, sewerage, gas, irrigation, telecom, and electrical underground. ~~Cut all systems back to back of walk or as shown per plans.~~ System demo and removal shall be complete, including the removal of all thrust blocks, collars, lids, encasement, pull boxes, etc. shall be removed and all piping capped. ~~Coordinate the shut off water and gas with the Plumbing subcontractor and electrical and comms with the Electrical subcontractor.~~ ~~Subcontractor shall as built the location of all capped utilities.~~ Site demolition will occur in two phases.

**DEWATERING**

~~13. Subcontractor shall anticipate, prepare for, and implement a dewatering program to immediately remove water from trenches, reroute intrusive water, and process wet soils, as needed to complete the installation of the utility work.~~

**Structure Demolition and Asbestos Abatement \$00.00**

**Crushing Option**

Crush (Recycle) "On-Site" all Asphalt, Concrete and/or CMU to meet 1" Green Book Spec. CMB.  
Placement by others ..... Credit <\$25,000.00>

**ATTENTION ! POTENTIAL ADDITIVE CHANGE IN CONDITIONS ;**  
Currently there are no "Tipping Fees" at the closest Recycling site (Vulcan Materials, Oxnard).  
Thereby any Tipping charges at time of execution will be considered a Change-in Conditions  
and reimbursement for the actual Fee paid by us will be due.

**Does Not Include:**

City County and/or State Permits  
Hazardous material identification or handling  
not mentioned above  
Utility locating, modification and/or capping

SWPP and/or BMP controls  
Asphalt with "Petro-Mat"  
Fencing and/or barricades  
Import and/or placement of fill

Randy Mayes  
Project Manager  
e-mail; [randy@standard1.com](mailto:randy@standard1.com)  
cell; 805-207-9715

**ASPHALT  
DISPATCH**

**RECYCLE SITE  
DISPATCH**

**EXIT**  
→

**NOTICE**  
AVISO

**NO  
SMOKING**

**NO  
TRESPASSING**  
MONITORED  
BY  
VIDEO  
CAMERA

**HOURS**  
7:00 - 3:00  
MON - FRI  
DISPATCH:  
805-647-1101

**2025 DUMP PRICES**  
A/C CRINDINGS - \$25  
BROKEN A/C - \$150  
CONCRETE - \$225  
MIXED LOADS - \$225

**O  
PER**

**ATTENTION**  
THE MAX LEGAL GROSS WEIGHT LOADED  
FROM VULCAN SATICOY IS:  
SUPER TEN: 58,000  
TEN WHEELER: 50,000  
THESE MAXIMUM WEIGHTS ARE DETERMINED BY  
CHP BRIDGE WEIGHT CALCULATIONS.  
*NOT THE TRUCK CAPACITY OR THE DMV STICKER*  
PLEASE SPEAK TO DISPATCH WITH ANY QUESTIONS

**HOURS**  
**7:00 - 3:00**  
**MON - FRI**  
**DISPATCH:**  
**805-647-1161**

**2025 DUMP PRICES**  
A/C GRINDINGS - \$75  
BROKEN A/C - \$150  
CONCRETE - \$225  
MIXED LOADS - \$225



**Standard Demolition**  
 1905 Lirio Ave  
 Ventura, CA 93004  
[www.standarddemo1.com](http://www.standarddemo1.com)

## PREVAILING RATES: 2020

### LABOR RATES

CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Project Manager	\$ 130.00	\$ 195.00	\$ 260.00
Superintendent	\$ 105.00	\$ 157.50	\$ 210.00
Safety Manager	\$ 130.00	\$ 195.00	\$ 260.00
Foreman	\$ 105.00	\$ 157.50	\$ 210.00
Operator	\$ 105.00	\$ 157.50	\$ 210.00
Laborer	\$ 85.00	\$ 127.50	\$ 170.00
Torch Operator	\$ 95.00	\$ 142.50	\$ 190.00
Hazardous Worker	\$ 90.00	\$ 135.00	\$ 180.00
Truck (crew w/tools)	\$ 30.00	\$ 30.00	\$ 30.00

### EQUIPMENT RATES (w/operator)

CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Backhoe	\$ 180.00	\$ 232.50	\$ 285.00
Backhoe (w/breaker)	\$ 245.00	\$ 297.50	\$ 350.00
Excavator 55,000# - zero tail swing	\$ 225.00	\$ 277.50	\$ 330.00
Excavator 55,000# (w/breaker)	\$ 275.00	\$ 327.50	\$ 380.00
Excavator 55,000# (w/pulverizer)	\$ 260.00	\$ 312.50	\$ 365.00
Excavator 80,000#	\$ 235.00	\$ 287.50	\$ 340.00
Excavator 80,000# (w/breaker)	\$ 290.00	\$ 342.50	\$ 395.00
Excavator 80,000# (w/pulverizer)	\$ 275.00	\$ 327.50	\$ 380.00
Excavator 100,000#	\$ 255.00	\$ 307.50	\$ 360.00
Excavator 100,000# (w/breaker)	\$ 315.00	\$ 367.50	\$ 420.00
Excavator 100,000# (w/pulverizer)	\$ 275.00	\$ 327.50	\$ 380.00
High Reach (w/shear)	\$ 480.00	\$ 532.50	\$ 585.00
High Reach (w/processor)	\$ 455.00	\$ 507.50	\$ 560.00
Loader - rubber tire 4CY	\$ 210.00	\$ 262.50	\$ 315.00
Loader - track 973	\$ 200.00	\$ 252.50	\$ 305.00
Roll-Off Truck	\$ 115.00	\$ 167.50	\$ 220.00
Articulated Off Road Truck	\$ 160.00	\$ 212.50	\$ 265.00
Shear 80,000#	\$ 310.00	\$ 362.50	\$ 415.00
Shear 100,000#	\$ 325.00	\$ 377.50	\$ 430.00
Skid-Steer	\$ 165.00	\$ 217.50	\$ 270.00
Tractor - flatbed trailer	\$ 115.00	\$ 167.50	\$ 220.00
Tractor - highside trailer	\$ 135.00	\$ 187.50	\$ 240.00
Tractor - rock trailer	\$ 125.00	\$ 177.50	\$ 230.00
Water Truck 2,500 gal	\$ 135.00	\$ 187.50	\$ 240.00
Water Truck 4,000 gal	\$ 155.00	\$ 207.50	\$ 260.00

# RATES: Effective January 2025

## STANDARD DEMOLITION

### LABOR RATES

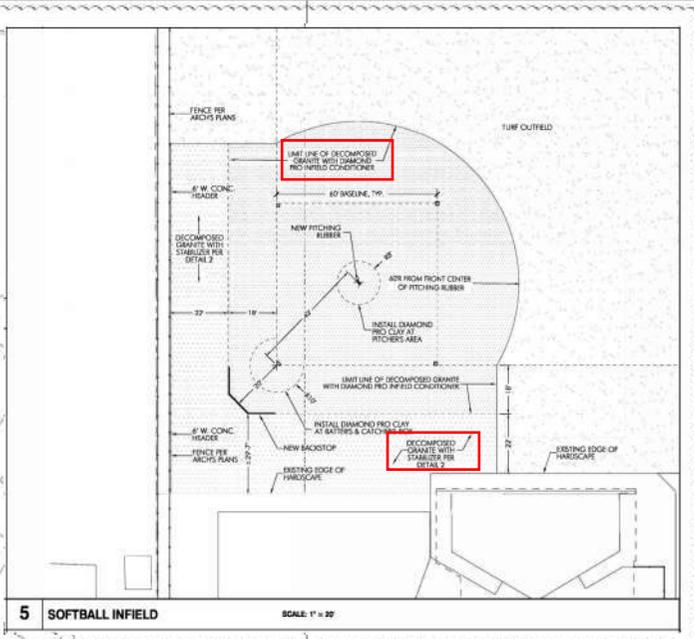
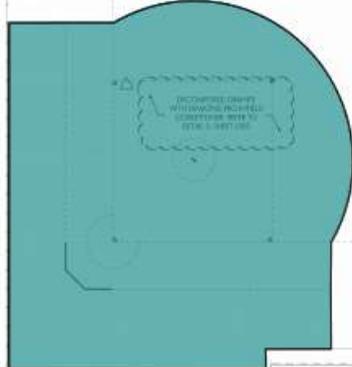
CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Superintendent	\$ 125.00	\$ 187.50	\$ 250.00
Safety Manager	\$ 150.00	\$ 225.00	\$ 300.00
Foreman	\$ 125.00	\$ 187.50	\$ 250.00
Operator	\$ 125.00	\$ 187.50	\$ 250.00
Laborer	\$ 105.00	\$ 157.50	\$ 210.00
Torch Operator	\$ 115.00	\$ 172.50	\$ 230.00
Truck (crew w/ tools) - Per Day	\$ 50.00	\$ 50.00	\$ 50.00

### EQUIPMENT RATES (w/operator)

CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Mini Excavator JD 50G	\$ 230.00	\$ 276.00	\$ 322.00
Mini Excavator JD 50G (w/breaker)	\$ 310.00	\$ 356.00	\$ 402.00
Mini Excavator JD 50G (w/shear)	\$ 315.00	\$ 361.00	\$ 407.00
Linkbelt 80 Excavator	\$ 260.00	\$ 306.00	\$ 352.00
Linkbelt 80 Excavator (w/ breaker)	\$ 310.00	\$ 366.00	\$ 412.00
Linkbelt 80 Excavator (w/shear)	\$ 330.00	\$ 376.00	\$ 423.00
33,000 Linkbelt Excavator rubber track	\$ 270.00	\$ 316.00	\$ 362.00
33,000 Linkbelt Excavator rubber track (w/ pulverizer)	\$ 300.00	\$ 346.00	\$ 392.00
33,000 Linkbelt Excavator rubber track (w/breaker)	\$ 320.00	\$ 366.00	\$ 412.00
33,000 Linkbelt Excavator rubber track (w/ shear)	\$ 350.00	\$ 396.00	\$ 442.00
Excavator 55,000# rubber track	\$ 280.00	\$ 326.00	\$ 372.00
Excavator 55,000# rubber track (w/ pulverizer)	\$ 310.00	\$ 356.00	\$ 402.00
Excavator 55,000# rubber track (w/ breaker)	\$ 330.00	\$ 376.00	\$ 422.00
Excavator 55,000# rubber track (w/shear)	\$ 365.00	\$ 411.00	\$ 257.00
Excavator 80,000#	\$ 285.00	\$ 331.00	\$ 377.00
Excavator 80,000# (w/pulverizer)	\$ 330.00	\$ 376.00	\$ 422.00
Excavator 80,000# (w/ breaker)	\$ 345.00	\$ 391.00	\$ 437.00
Excavator 80,000# (w/shear)	\$ 380.00	\$ 426.00	\$ 472.00
Excavator 100,000#	\$ 305.00	\$ 351.00	\$ 397.00
Excavator 100,000# (w/pulverizer)	\$ 330.00	\$ 376.00	\$ 422.00
Excavator 100,000# (w/breaker)	\$ 375.00	\$ 421.00	\$ 467.00
Excavator 100,000# (w/shear)	\$ 385.00	\$ 431.00	\$ 477.00
High Reach (w/processor)	\$ 525.00	\$ 571.00	\$ 617.00
High Reach (w/shear)	\$ 555.00	\$ 601.00	\$ 647.00
Forklift 8,000#	\$ 145.00	\$ 191.00	\$ 237.00
Forklift 30,000#	\$ 245.00	\$ 291.00	\$ 337.00
Skid-Steer	\$ 210.00	\$ 256.00	\$ 302.00
Skid-Steer (w/breaker)	\$ 260.00	\$ 306.00	\$ 352.00
Skid-Steer (w/shear)	\$ 305.00	\$ 351.00	\$ 397.00
Loader - rubber tire 4CY	\$ 255.00	\$ 301.00	\$ 347.00
Track Loader - 60,000#	\$ 275.00	\$ 321.00	\$ 367.00
Water Truck 2,500 gal	\$ 170.00	\$ 216.00	\$ 262.00
Rock Truck - 30 Ton	\$ 300.00	\$ 346.00	\$ 392.00
Super 10	\$ 160.00	\$ 206.00	\$ 252.00
Roll-Off Truck	\$ 150.00	\$ 196.00	\$ 242.00
Tractor - rock trailer	\$ 150.00	\$ 196.00	\$ 242.00
Tractor - flatbed trailer	\$ 150.00	\$ 196.00	\$ 242.00
Tractor - highside trailer	\$ 170.00	\$ 216.00	\$ 262.00



CCD 026



Less Hydroseed Area

 STABILIZED DG W/ INFELD CONDITIONER 16100.8 SQ FT 

More DG Area

**PROJECT INFORMATION**

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

DATE: 01/20/24

**DESIGNER**

SCALE: 1" = 32'

**CLIENT**

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

**ARCHITECT**

**OASIS ASSOCIATES**  
LANDSCAPE ARCHITECTURE & PLANNING  
3427 MIGUELITO COURT  
3444 LUIS OBISEPO  
CALIFORNIA 93403  
P. 805.341.4509  
F. 805.341.0125  
WWW.OASIS-AS.COM

**REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT**  
No. C18075  
JAN 1988  
STATE OF CALIFORNIA

**PROJECT INFORMATION**

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

PROJECT NO: 100990

DESIGNED BY: MLC  
PROJECT LEAD: MLC  
SCALE: DATE: 01/20/24  
DRAWN BY: MLC  
CHECKED BY: MLC

**PROJECT TITLE**

PLANTING PLAN

**DATE**

01/20/24

**SCALE**

1" = 32'

**PROJECT NO**

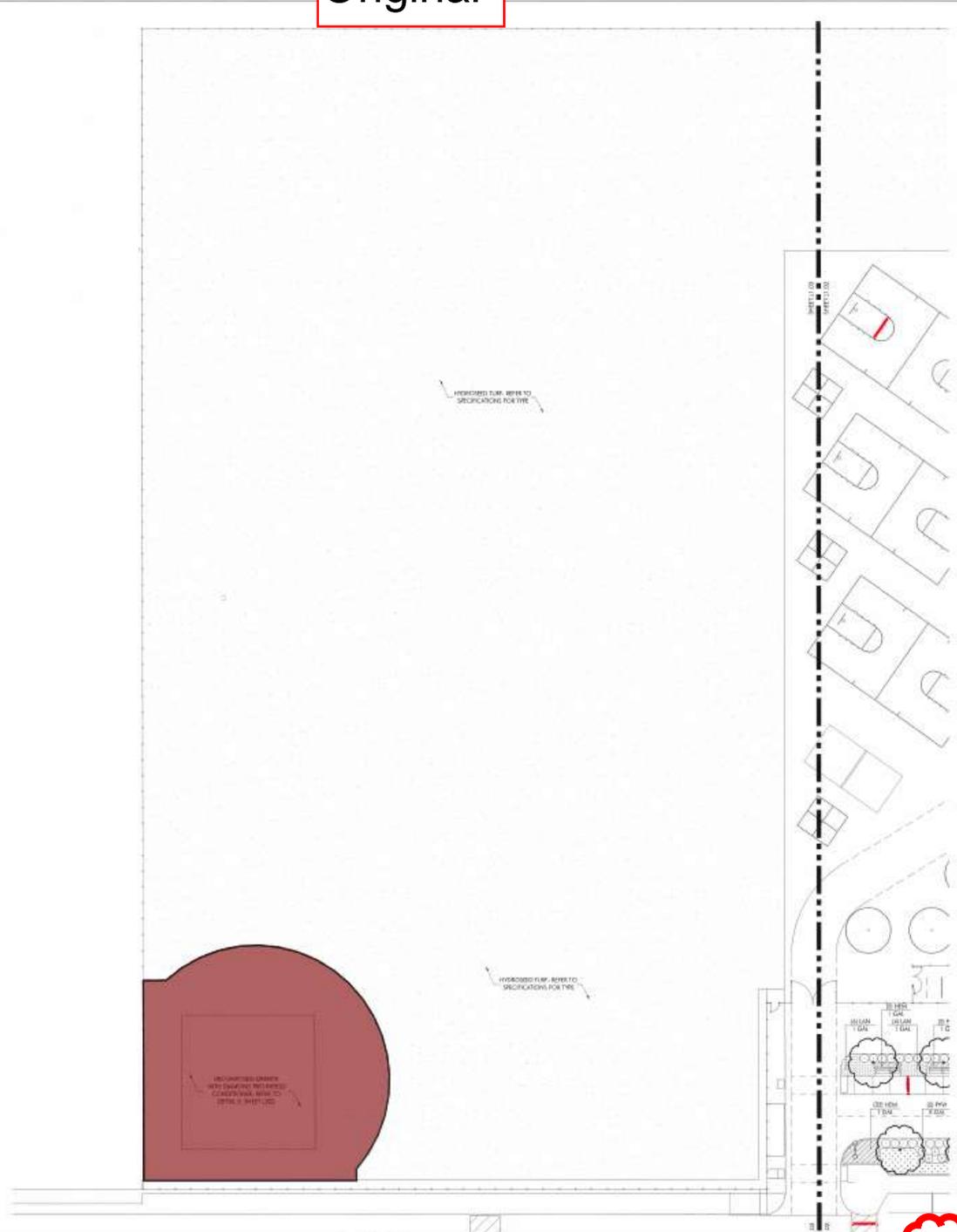
100990

**DATE**

01/20/24

Original

Pages, Bookmarks



**PLANT LEGEND**

TREES	SCIENTIFIC / COMMON NAME	MULTIPLY	QTY	SIZE	NOTES
ANM	Albizia leonardus / STANLEY TREE	L	8	34" DBH	DETAILS 2a, 2b, 3; LOW BRANCH
HFI	Hydrocotyle florum / SWEET SPICE	M	15	24" DBH	DETAILS 2a, 2b, 3; STANDARD
JAC	Jacquinia reticulata / JACKRANEA	M	2	24" DBH	DETAILS 2a, 2b, 3; STANDARD
MAQ	Melaleuca eucalyptea / CALIFUT TREE	L	30	24" DBH	DETAILS 2a, 2b, 3; STANDARD
ODI	Olea europaea Sweet OIL / OLIVE TREE	L	3	34" DBH	DETAILS 2a, 2b, 3; LOW BRANCH
PCA	Persea cubensis 'Chickadee' / CALIFUT PEAR	M	18	24" DBH	DETAILS 2a, 2b, 3; STANDARD
TCO	Tieria conferta / BUSHY BEECH	M	10	15 GAL	DETAILS 2a, 2b, 3; STANDARD
TI	Tirolepis / TILI TREE	L	8	24" DBH	DETAILS 2a, 2b, 3; STANDARD

SHRUBS / VINES / PERENNIALS	SCIENTIFIC / COMMON NAME	MULTIPLY	QTY	SIZE	NOTES
CAF	Ceanothus leucanthemifolius / NATAL PLUM	L	218	1 GAL	DETAIL 1a
CTE	Chamaecyparis lasiocarpa / CIST POT	L	33	1 GAL	DETAIL 1a
FRE	Fuchsia sp. / FORESIGHT LILY	L	268	1 GAL	DETAIL 1a
KFM	Koeberlinia ovata / RED HOT POKER	L	91	1 GAL	DETAIL 1a
LEO	Leucaena conopsea / COMPAN PLANT / GARDEN PRINCE / MED SH	L	42	1 GAL	DETAIL 1a
LOC	Leptosiphon / Yellow Shrub / NEW ZEALAND TEA TREE	L	20	5 GAL	DETAIL 1a
WAL	Walnut / WALTER ROOT	M	211	5 GAL	DETAIL 1a
PHI	Phoradendron / NEW ZEALAND FLAX	L	42	5 GAL	DETAIL 1a
PHI	Phoradendron / NEW ZEALAND FLAX	L	121	5 GAL	DETAIL 1a
BLM	Begonia / BIRD OF PARADISE	L	61	3 GAL	DETAIL 1a
SHI	Shrub / BIRD OF PARADISE	M	18	3 GAL	DETAIL 1a
ROE	Rosa / ROSEMARY	L	105	5 GAL	DETAIL 1a

GROUND COVER	SCIENTIFIC / COMMON NAME	MULTIPLY	QTY	SIZE	NOTES
BRO	Begonia / BIRD OF PARADISE	L	49	3 GAL	DETAILS 1a, 3a; 4" D.C.
CAF	Ceanothus leucanthemifolius / NATAL PLUM	L	256	1 GAL	DETAILS 1a, 3a; 4" D.C.
CPA	Ceanothus / SAND DUNE SEDGE	M	152	1 GAL	DETAILS 1a, 3a; 3" D.C.
EMM	Emmenanthe / BLUE CARPET	L	-	1 GAL	DETAILS 1a, 3a; 4" D.C.
GIA	Giant / WOOLLY GREVILLEA	L	124	1 GAL	DETAILS 1a, 3a; 4" D.C.
HEM	Hemlock / ALUMINUM WIDE DAWLEY	M	201	1 GAL	DETAILS 1a, 3a; 2" D.C.
LAR	Larrea / TRILING LARREA	L	120	1 GAL	DETAILS 1a, 3a; 4" D.C.
TURF	TURF	-	-	-	REFER TO SPECIFICATION SECTION 09250 (SOIL) OR 03300 (PREFABRICATED)

**PLANTING NOTES**

1. INITIAL AMOUNTS OF TREES, SHRUBS, MULCH IN ALL PLANTING AREAS REFER TO SPECIFICATIONS FOR TYPE.
2. QUANTITIES SHOWN IN THE PLANT LEGEND ARE FOR REFERENCE ONLY AND SHALL BE VERIFIED BY THE CONTRACTOR. IN THE EVENT OF DISCREPANCY, THE ACTUAL PLANT COUNT/SIZE SHALL PREVAIL.
3. REVIEW THE PLANTING AND IRRIGATION SPECIFICATIONS PRIOR TO BIDDING. IF NOT PROVIDED, CONTACT THE LANDSCAPE ARCHITECT.



OXNARD SCHOOL DISTRICT  
220 S. Drake St, Oxnard, CA 93033

PROJECT NO. 100000  
SHEET NO. L1.03

DATE: 03/19/2024  
BY: [Signature]

**OASIS ASSOCIATES**  
LANDSCAPE ARCHITECTS  
3427 MIDDELTON COURT  
SAN LUIS OBISPO  
CALIFORNIA 93401  
P. 805.541.4409  
F. 805.544-0123  
616.319.5149 MOB.

AGENCY INFORMATION  
AGENCY PROJECT NO. 100000  
PROJECT NO. 100000  
DATE: 03/19/2024  
BY: [Signature]

PROFESSIONAL SEAL  
[Seal of David M. Stone, State of California, License No. 100000]

PROJECT: ROSE AVENUE K-5 SCHOOL  
220 S. DRASKILL ST.  
OXNARD, CA 93033

PROJECT NO. 100000  
SHEET NO. L1.03  
DATE: 03/19/2024  
BY: [Signature]

BASEBALL DECOMPOSED GRANITE WITH DIAMOND PRO INFIELD ADDITIVE- COLOR: TAN 10212.5 SQ FT

DSA SURMITTAI

532



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

# ESTIMATE

DATE	ESTIMATE #
2/21/2024	32996

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	3/21/2024	SL

QTY.	U/M	DESCRIPTION	PRICE	TOTAL
125	TONS	TAN D.G.  --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_____	75.00	9,375.00T  0.00T

<p><b>NOTE PLEASE BE AWARE:</b></p> <p>*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.*</p> <p>*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.*</p> <p>* 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 *</p>	<p><b>SUBTOTAL</b> \$9,375.00</p>
	<p><b>TAX (9.25%)</b> \$867.19</p>
	<p><b>TOTAL</b> \$10,242.19</p>

Nutrien Ag Solutions, Inc.  
 OXNARD CA (660)  
 2150 EASTMAN AVE.  
 OXNARD, CA 93030  
 805-487-4961



Customer Order / Delivery Ticket  
 No Recommendation Made

Order #: 33147522  
 Delivery Date: 2/21/2024  
 Order Date: 2/21/2024  
 PO #: QUOTE  
 Ship Via: Company Vehicle

CASH SALES OXNARD(1074550)

Bill To/ Ship To: 1015 E WOOLEY RD  
 OXNARD, CA 93030

Applicator: Customer Applied

Crop: Job Acres: 0.00 Warehouse: OXNARD CA Sales Rep: Beltchenko, Guy PCA#:

Product#	Product/Service Common Name	Manufacturer / EPA# Restr. REI	Price Reason Code	Tax	Amt/100 Gal	Total Qty UnitPrice	Qty x Pkg Size Extended Price
1000180437	DIA PRO INFIELD COND BLK RD 1LB	No		23.73		1,350.00 LB \$0.19	1,350.00 X 1.00LB \$256.50

Order Notes

\*\*\*\*\*QUOTE\*\*\*\*\*

ARCI

Safety Data Sheets are available upon request for applicable products. Contact your local Nutrien Ag Solutions branch for details.  
 For a medical emergency involving this product, call 1-866-944-8565.  
 No Recommendation has been made or provided by seller concerning the use of any pesticide covered by this invoice.  
 For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

TICKET CREATED BY: \_\_\_\_\_ Worker Protection Standard (WPS) information please go to www.agrian.com

SHIPMENT PULLED BY: \_\_\_\_\_ - Label look up tab

DOUBLE CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

LOT NUMBERS ON BULK MATERIAL TRUE PRODUCTS: \_\_\_\_\_

Extended Total: \$256.50  
 Tax: \$23.73  
 Order Total: \$280.23

**\*\* ESTIMATED Order Totals Subject to Change \*\***

\_\_\_\_\_  
 Salesman / Driver (delivered by)

(Date)

\_\_\_\_\_  
 Applicator/Grower Signature (received by)

(Date)



# QUOTE

SEND ALL PAYMENTS TO:  
**SUNBELT RENTALS, INC**  
 POBOX 409211  
 ATLANTA, GA 30384-9211

QUOTE NUMBER	<b>116931652</b>
ACCOUNT NUMBER	647954
DATE	03/10/23

PAGE 1

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

RECEIVED BY HARRISON, SCOTT	CONTRACT NUMBER QUOTE
PURCHASE ORDER NUMBER N/R	
JOB NUMBER 13-PREMIERWEST LAND	
BRANCH Los Angeles  3311 N San Fernando Rd, Los Angeles, CA 90065	

JOB ADDRESS  
 OXNARD, CA 93030  
 C#: 909-444-9000 J#: 909-444-9000

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	1000-1499LB SKIDSTEER 963139 Make: BOBCAT Model: S450 Ser #: AUVB13068	415.00	415.00	1485.00	3000.00	415.00
1.00	SKIDSTEER LOADER BUCKET ##SMOOTH BUCKET##					N/C
Rental Sub-total:						415.00
<b>SALES ITEMS:</b>						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	8.090			8.09
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	4.060			4.06
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
	DELIVERY CHARGE					140.00
	PICKUP CHARGE					140.00
	CUSTOMER PROTECTION PLAN					62.25

SUBTOTAL	609.40
TAX	62.46
INVOICE TOTAL	671.86

**\*ESTIMATE PURPOSES ONLY\***

**Change Order Work**

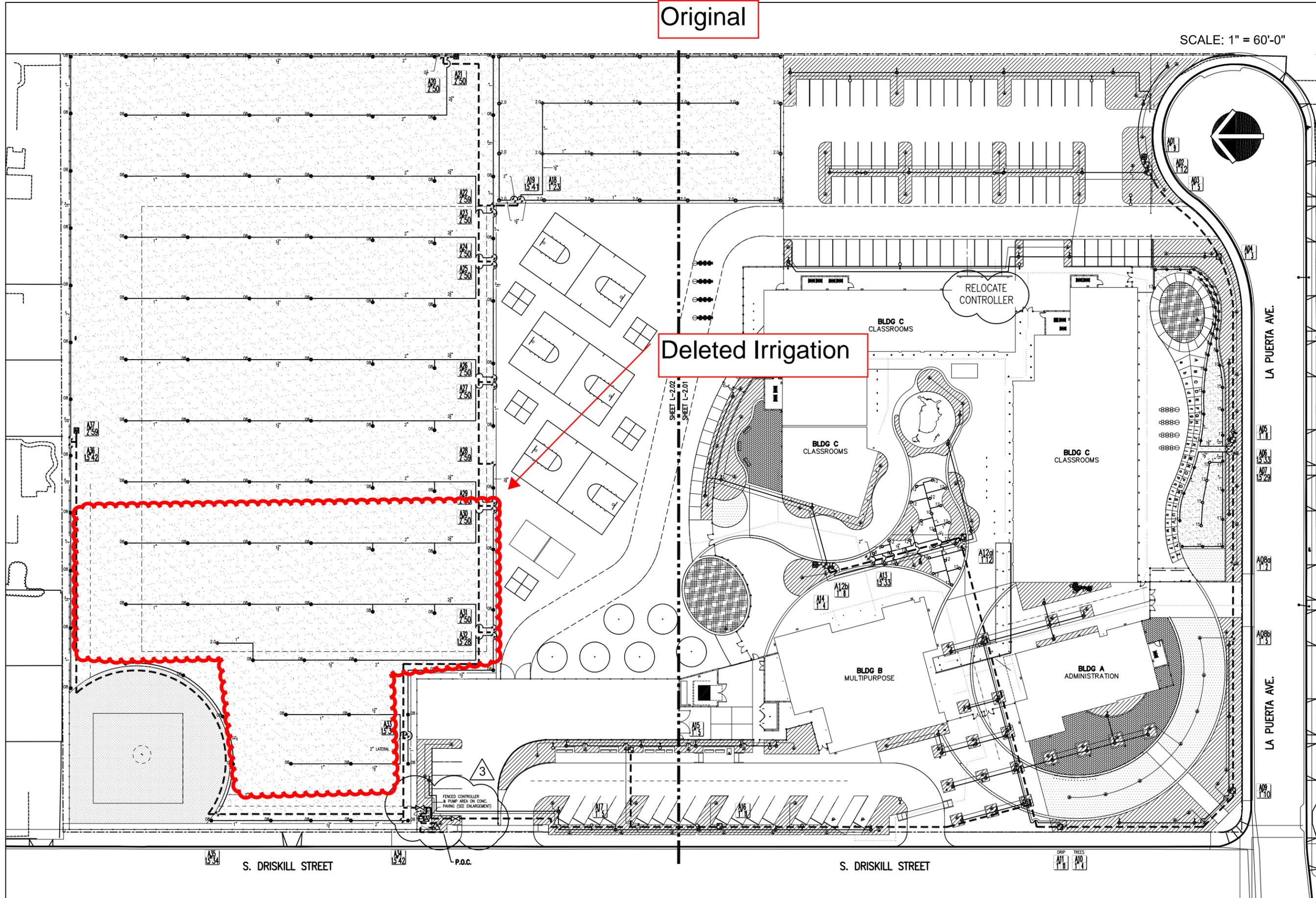
C.C.O. NO. **8** **CREDIT**

PROJECT NAME	Rose Avenue ES	DATE PERFORMED	2/21/2024 0:00	AMOUNT AUTHORIZED	\$
		DATE OF REPORT		PREVIOUS EXPENDITURE	\$
WORK PERFORMED BY	<b>PREMIERWEST LANDSCAPE, INC.</b>			TODAY	\$
DESCRIPTION OF WORK	<b>CCD 026 Existing Buildings to Remain</b>			TO DATE	\$
				CONTRACTOR JOB NO.	
				CONTRACTOR REPORT NO.	

EQUIP. NO	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	P. R. NO	LABOR	HOURS		HOURLY RATE		EXTENDED AMOUNTS
1	Skid Steer	32	\$51.88	(\$1,660.16)		Superintendent	REG.				
	Rental Fees	1	\$354.40	(\$354.40)		Operator	REG.	32	\$84.49		(\$2,703.68)
				\$0.00		Journeyman	REG.	32	\$71.91		(\$2,301.12)
				\$0.00		Apprentice	REG.				\$0.00
				\$0.00		Apprentice 2	REG.				\$0.00
				\$0.00		Apprentice 3	REG.	64	\$53.68		(\$3,435.52)
				(\$2,014.56)		Tradesmen	REG.	64	\$26.39		(\$1,688.96)
							REG.				\$0.00
<b>MATERIAL AND/OR WORK DONE BY SPECIALISTS</b>											
								SUB-TOTAL		(\$10,129.28)	
DESCRIPTION		No. Unit	Unit Cost	Total Item Cost							
Deleted Irrigation Material*		1	\$8,023.83	(\$8,023.83)	ADDED PERCENTAGE - (SEE SPECIAL PROVISIONS)						
Deleted Trees & Shrubs*		1	\$970.06	(\$970.06)	SURCHARGE HANDBOOK						
Deleted Tree Accessories*		1	\$118.04	(\$118.04)	LABOR SURCHARGE - 11% ON SATURDAY RATE						
Deleted Hydroseed*		1	\$3,415.98	(\$3,415.98)	9.8% Workmans comp per \$100						
Deleted Soil & Cover Mulch*		1	\$3,397.35	(\$3,397.35)							
				\$0.00							
*See Backup for Material Breakout				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00	TRAVEL EXPENSE NO. @ \$						
				\$0.00							
				\$0.00							
				\$0.00	OTHER						
				\$0.00							
				\$0.00							
				\$0.00	TOTAL COST OF LABOR				<b>A</b>	(\$10,129.28)	
TOTAL COST OF MATERIALS				(\$15,925.26)	TOTAL COST OF MATERIALS & EQUIPMENT				<b>B</b>	(\$19,412.91)	
+ 9.25% SALES TAX ON MATERIALS				(\$1,473.09)	TOTAL SUBCONTRACTOR COST				(\$29,542.19)		
TOTAL COST OF MATERIALS				(\$17,398.35)	10% ON LABOR				(\$1,012.93)		
					10% ON EQUIPMENT AND MATERIAL				(\$1,941.29)		
ACCEPTED FOR PROGRESS PAYMENT					<b>TOTAL THIS REPORT</b>				<b>(\$32,496.41)</b>		
				PD. ON EST. NO. _____							
				CHECKED BY _____							

Original

SCALE: 1" = 60'-0"



Deleted Irrigation

RELOCATE CONTROLLER



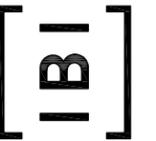
DATE	06/24/21	AD03B
OXNARD	CA	L09
REFERENCE SHEET NO.	L2.01-L2.02	

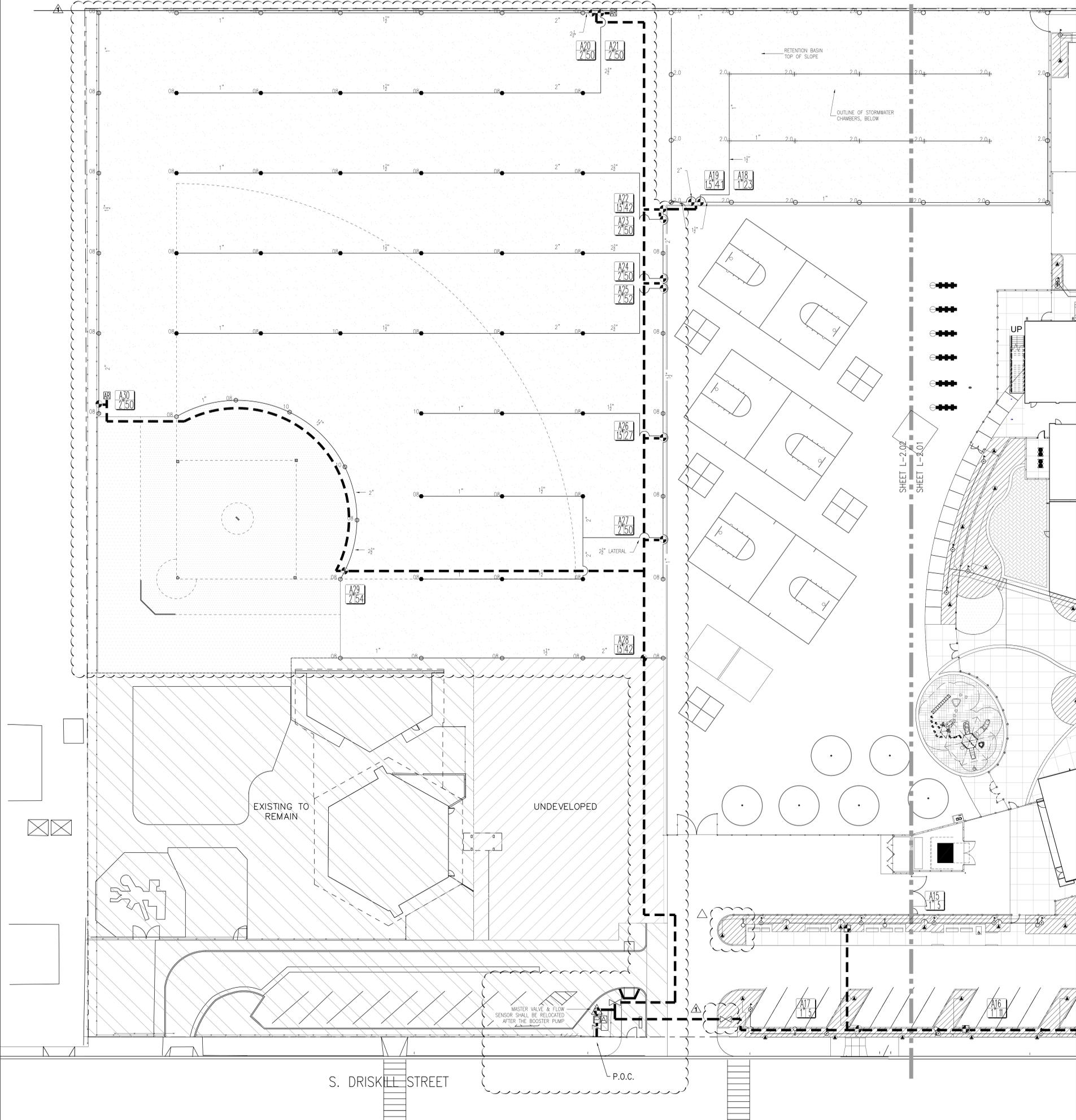
**IRRIGATION PLAN**  
**ROSE AVENUE K-5 SCHOOL**  
**OXNARD SCHOOL DISTRICT**

PROJECT NO. 109990  
 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284



**Los Angeles**  
 1001 Wilshire Blvd., Suite 100-3100  
 Los Angeles CA 90017  
 213.769.0011 fax: 213.769.0016





### IRRIGATION LEGEND

SYMBOL	DESCRIPTION	NOTE
	WEATHERTRAK ET PRO3 (SPT) 42-STA. IN TOP-MOUNT STAINLESS STEEL ENCLOSURE (INCL. CLOCK, ANTENNA, AND TERMINAL BOARDS), WITH IRRITROL PRO MAX REMOTE ASSEMBLY.	INSTALL PER LOCAL CODES AND MANUFACTURERS INSTRUCTIONS. REFER TO DETAIL 4, SHEET L3.01
	IRRITROL CL-100 WIRELESS WEATHER SENSING KIT	INSTALL PER MAN'F. INSTRUCTIONS.
	FEBCO #F860 REDUCED PRESSURE BACKFLOW PREVENTER - 4" SIZE	REFER TO DETAIL 5, SHEET L3.01
	IRRITROL 100 SERIES ELECTRIC VALVE SIZE PER VALVE KEY	REFER TO DETAIL 6, SHEET L3.01
	TORO 02K-700-1-LF/MF DRIP CONTROL ZONE (LF FOR <4 GPM/MF FOR 4-20 GPM)	REFER TO DETAIL 10, SHEET L3.01
	RAINBIRD 44LRC QUICK COUPLER VALVE	INSTALL PER DETAIL 7, SHEET L3.01
	KBI BTU-TE BALL VALVE (4")	INSTALL PER DETAIL 8, SHEET L3.01
	MAINLINE CL.315 PVC PIPE	4" UNLESS NOTED OTHERWISE. REFER TO DETAIL 9, SHEET L3.01
	SCH. 40 PVC PIPE & WIRE SLEEVE	SEE NOTE #8.
	LATERAL LINE SCH. 40 PVC PIPE MINIMUM PIPE SIZE = 1"	SEE NOTE # 9. REFER TO DETAIL 9, SHEET L3.01
	DRIPLINE 5/8" I.D. POLY. PIPE (TORO BLUE STRIPE) WITH TORO NGE-PC EMITTERS	REFER TO DETAIL 11, SHEET L3.01 SEE NOTE NO. 1
	PVC TO POLY DRIFLINE ADAPTER	INSTALL PER DETAIL 12, SHT. L3.01
	WATERTRONICS VFD BOOSTER PUMP 5 H.P., 3-PHASE (30 PSI BOOST AT 70 GPM)	MODEL - WATERMAX 5000 QUICKSHOP VOLTAGE: 480 3-PHASE
	SUPERIOR 3100300 MASTER VALVE WITH RM 1.50" FLOW SENSOR	REFER TO DETAIL 19, SHEET L3.01 REFER TO DETAIL 18, SHEET L3.01
	CRISPIN #C10A AIR RELIEF VALVE, 1" SIZE	INSTALL BELOW F.G. IN VALVE BOX

### IRRIGATION HEADS

SYMBOL	DESCRIPTION	PSI	RADIUS (FT.)	FLOW (GPM)	PRECIP. (IN./HR.)
	TORO 570Z-6P-PRX-COM POP-UP SPRAY (# TVAN NOZZLE AS NOTED ON PLAN) SEE DETAIL 13.	30	8'-17'	.71-3.26	~2-4
	RAINBIRD 5006+PCMSRRS TURF ROTOR (#2.0 NOZZLE UNLESS NOTED OTHERWISE)	55	30'	2.3	~.32
	RAINBIRD 8005-SS POP-UP TURF ROTOR (#08 NOZZLE UNLESS NOTED OTHERWISE) (4 #10 NOZZLES AS NOTED ON PLAN)	60	40'	8.4	~.68
	RAINBIRD RWS-B-1401-SOCK BUBBLER INSTALL 2 PER TREE. SEE DETAIL 14, SHT. L3.01	30	BUBBLER	.25	N.A.

### IRRIGATION NOTES

- 2- 1 GPH EMITTERS/1 GAL., 3- 1 GPH/5 GAL., 2- 2 GPH/15 GAL., 3- 2 GPH/24" BOX, 4- 2 GPH/36" BOX. INSTALL EMITTERS AT EQUAL DISTANCE AROUND ROOTBALL.
- IRRIGATION PLANS ARE DIAGRAMMATIC! ACTUAL LINE AND HEAD PLACEMENT SHALL BE DETERMINED ON SITE DURING CONSTRUCTION. CONTRACTOR SHALL ADJUST NOZZLE RADIUS (TO ACHIEVE 100% COVERAGE) BASED ON PLAN LAYOUT & IN-FIELD DIMENSIONS.
- POINT OF CONNECTION (P.O.C.) AT EXISTING 3" METER SHALL BE PROVIDED BY GEN. CONTRACTOR. REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
- 120V ELECTRICAL FOR AUTOMATIC CONTROLLER SHALL BE STUBBED OUT BY ELEC. CONTRACTOR. FINAL HOOKUP TO NEW CLOCK SHALL BE BY LANDSCAPE CONTRACTOR. 460V FOR BOOSTER PUMP SHALL BE INSTALLED BY ELECTRICAL CONTRACTOR (COMPLETE).
- SYSTEM DESIGN BASED ON 70 P.S.I. STATIC WATER PRESSURE (100 P.S.I. WITH PUMP). MINIMUM OPERATING PRESSURE SHALL BE 30 P.S.I. FOR DRIP, & BUBBLERS, & 50-60 PSI FOR ROTORS. VERIFY WATER PRESSURE PRIOR TO INSTALLATION. SEE BOOSTER PUMP REQUIREMENTS. MAXIMUM FLOW SHALL BE 70 GPM.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR 100% COVERAGE AT NO ADDITIONAL COST TO OWNER. SITE DIMENSIONS SHOULD BE THOROUGHLY CHECKED BY CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- REFER TO THE SPECIFICATIONS PRIOR TO BIDDING AND CONSTRUCTION (DOCUMENTS ARE INCOMPLETE WITHOUT SPECIFICATIONS).
- ALL LINES UNDER PAVING SHALL BE SLEEVED. CONTRACTOR SHALL INSTALL SLEEVES IN STRAIGHT LINES FROM PLANTER TO PLANTER. PLACE DESIGNATED LINE INSIDE SLEEVE PRIOR TO INSTALLATION. SLEEVES SHALL BE 2x LINE SIZE.
- PIPE SIZES SHOWN ON THE PLAN CONTINUE DOWNSTREAM, TO THE NEXT SIZE LABEL, TYPICAL.
- INSTALL ALL VALVE BOXES & QUICK COUPLER VALVE BOXES WITHIN 12" OF WALKWAY (UNLESS SHOWN OTHERWISE).
- IRRIGATION EQUIPMENT MAY BE SHOWN OUTSIDE OF PLANTERS FOR CLARITY. INSTALL ALL EQUIPMENT IN PLANTERS UNLESS NOTED OTHERWISE.
- ALL FIELD ROTORS SHALL BE LOCATED BY GPS SURVEY (NO EXCEPTIONS). SEE SPECIFICATIONS.

### VALVE KEY

VALVE & CONTROLLER STA.#  
VALVE SIZE 0/4/00 GALLONS PER MINUTE

SCALE: 1" = 20'-0"

LANDSCAPE ARCHITECTS SEAL

**AGENCY INFORMATION**

APPROVED  
APP: 03-119264 INC.  
REVIEWED FOR  
SSEI FLSEI ACSIS  
DATE: 01/28/2024

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is a member of the IBI Group of companies

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**ISSUES**

NO.	ISSUANCE	DATE
1	CCD 026	01/22/24

---

**CLIENT**

**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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**CONSULTANTS**

**OASIS ASSOCIATES**  
LANDSCAPE ARCHITECTURE + PLANNING

3427 MIGUELITO COURT  
SAN LUIS OBISPO  
CALIFORNIA 93401  
P 805.541.4509  
F 805.546.0525  
RLA 2248 CLARD #907

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**SEAL**

LICENSED ARCHITECT  
No. C18079  
RENEWED 10/23  
STATE OF CALIFORNIA

---

**PRIME CONSULTANT**

**IBI GROUP**  
537 South Broadway, Suite 500  
Los Angeles, CA 90013  
Tel (213) 769-0011 fax (213) 769-0016  
ibigroup.com

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**PROJECT**

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

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PROJECT NO: 109990		CHECKED BY: MLC	
DRAWN BY: SEW	PROJECT MGR: MLC	APPROVED BY: MLC	DATE: 07/06/23   REV: 01/16/24

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**SHEET TITLE**

**IRRIGATION PLAN**

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SHEET NUMBER <b>L2.02</b>	ISSUE
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## Rose Avenue ES Reconstruction CCD 26 MATERIAL DIFFERENCE

Name	Qty	Units	COST EACH	TOTAL COST
1.5" ELECTRIC VALVE (IRRITROL 100 SERIES)	2	EA	\$55.556	\$111.11
2" ELECTRIC VALVE (IRRITROL 100 SERIES)	5	EA	\$109.693	\$548.47
DRIPLINE 5/8" I.D. POLY. PIPE (TORO BLUE STRIPE) 500' ROLL	3	EA	\$39.528	\$118.58
TORO NGE-PC EMITTERS (1.0 GPH)	206	EA	\$0.137	\$28.22
4" CL 315 PVC MAINLINE PIPE	160	FT	\$5.017	\$802.72
1" SCH 40 PVC LATERAL PIPE	550	FT	\$0.575	\$316.25
1.5" SCH 40 PVC LATERAL PIPE	875	FT	\$0.922	\$806.75
2" SCH 40 PVC LATERAL PIPE	524	FT	\$1.233	\$646.09
2.5" SCH 40 PVC LATERAL PIPE	240	FT	\$1.959	\$470.16
RAINBIRD 5006+PCSAMRSS TURF ROTOR (#2.0 NOZZLE)	1	EA	\$23.813	\$23.81
RAINBIRD 8005-SS POP-UP TURF ROTOR (#08 NOZZLE)	45	EA	\$50.645	\$2,279.03
RAINNBIRD RWS-B-1401 TREE BUBBLER	6	EA	\$27.092	\$162.55
RWS-SOCK FILTER SOCK FOR ROOT WATERING SYSTE	6	EA	\$2.716	\$16.30
CARSON 1324 13X24 RECTANGULAR VALVE BOX	7	EA	\$225.460	\$1,578.22
T CHRISTY ID-STD-Y2 VALVE ID TAGS	7	EA	\$4.032	\$28.22
BRICKS	28	EA	\$0.590	\$16.52
3/8" PEA GRAVEL BAGS	10	EA	\$4.680	\$46.80
3M DBR/Y-6 DIRECT BURY SPLICE KITS	14	EA	\$1.716	\$24.02

**DELETED IRRIGATION MATERIAL COST**

**\$8,023.83**

**ROSE AVE ES  
CCD 26 DELETED LANDSCAPE**

Name	Qty	Units	Cost Each	Price Total
<b>TREES</b>				
24" BOX MELALEUCA QUINQUENERVIA/ CAJEPUT TREE STANDARD	2	EA	\$120	\$240
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR STANDARD	1	EA	\$130	\$130
<b>SHRUBS</b>				
5 GAL LIGUSTRUM JAPONICUM 'TEXANUM'/ WAXLEAF PRIVET	23	EA	\$8	\$183
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	9	EA	\$16	\$144
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY 2' O.C.	26	EA	\$5	\$130
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA 4' O.C.	29	EA	\$3	\$80
7% FREIGHT	1	EA	\$63	\$63

**DELETED TREES & SHRUBS COST                   \$970.06**

<b>TREE ACCESSORIES</b>				
3" DIA. X 12' LODGEPOLE WOOD STAKES	6	EA	\$12.518	\$75.11
32" CINCH TIES	12	EA	\$0.466	\$5.59
4" DIA. CL200 PVC PIPE	10	FT	\$3.734	\$37.34

**DELETED TREE ACESORIES COST                   \$118.04**

<b>HYDROSEED</b>				
AGRNOTEC BALLFIELD MIX 4A	59,100	SF	\$0.0578	\$3,415.98

NITROLIZED SOIL AMENDMENT	60,455 180	SF CYDS	\$8.603	\$1,548.54
FREIGHT	2	EA	\$670.000	1340
GORILLA HAIR BARK MULCH	1,355 12	SF CYDS	\$42.401	\$508.81

**DELETED SOIL & MULCH COST                   \$3,397.35**

**TOTAL DELETED LANDSCAPE MATERIAL           \$7,901.43**

# Quotation



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

**Bill To:**

PremierWest Landscape (#1219998)  
 406 S Lemon Ave Ste 1  
 Walnut, CA 91789-2953  
 W: (909)444-9000

**Ship To:**

PremierWest Landscape (#1219998)  
 406 S Lemon Ave Ste 1  
 Walnut, CA 91789-2953  
 W: (909)444-9000

Created	Quote#	Due Date	Expected Award Date	Expiration Date
07/13/2021	5231390	07/13/2021	07/13/2021	08/13/2021

Printed	Job Name	Job Description	Job Start Date
07/13/2021 15:28:19	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	07/13/2021

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	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 EPDM O-Ring PVC	2	379.895	759.79
8	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	7	55.556	388.89
9	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	9	77.744	699.70
10	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	13	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	62	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	4,826	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	69	0.177	12.22
18	775-060000	EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	69	0.553	38.16
19	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.)	2,593	5.017	13,011.76
20	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	7,975	0.575	4,585.48
21	150PVCBE	PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,962	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.)	544	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	29	23.813	690.58
28	8005SS	Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	106	50.645	5,368.41
29	RWSB1401	Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	194	27.092	5,255.77
30	RWSSOCK	Rain Bird Root Watering System Sand Sock	194	2.716	526.90
31	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	93	12.518	1,164.17
32	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	374	0.466	174.28
33	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	310	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	150	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	150	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	150	8.490	1,273.50
41	401-007	Sch 40 PVC Tee 3/4 in. Socket	150	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	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	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	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	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	100	3.960	396.00
53	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.121	4537.50
54	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	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	910L 1G2G	Applied 10 in. Standard Round Green Valve Box	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	35	225.460	7891.10
58	173018P2P	Applied 17 in. x 30 in. Standard Rectangular Valve Box	15	195.010	2925.15
59	ID-STD-Y2	ID Tag Yellow 2-1/4 in. 2-3/4 in.	20	4.032	80.64
60	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	250	0.590	147.50
61	CAGG-0276-BG	Bagged 3/4 in. Washed Crushed Gravel	120	4.680	561.60
62	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V	50	1.716	85.80
63	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	3	76.075	228.23
64	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	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 <b>Item Note:</b> 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.			

Total Price: \$ 109,659.94

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

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	29	EA	\$130.00	\$3,770
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	15	EA	\$125.00	\$1,875
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	158	EA	\$7.95	\$1,256
5 GAL PHORMIUM 'FIREBIRD'/ NEW ZEALAND FLAX	10	EA	\$16.00	\$160
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	139	EA	\$17.50	\$2,433
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	105	EA	\$8.95	\$940
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	124	EA	\$5.00	\$620
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY	386	EA	\$5.00	\$1,930
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA	181	EA	\$2.75	\$498

+7% freight



Subtotal \$35,237.55  
Freight \$2,466.63

**Total \$ 37,704.18**



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**

# Bid Proposal

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	0.0578	9,015.93
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: \_\_\_\_\_



**EarthWorks**  
Soil Amendments, Inc.

# 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	CY	Nitrolized Fir Shavings	8.6030	CY	6,753.36
		10 Roll Off Doubles @ \$670.00 each			
295.000	CY	Gorilla Hair	42.4010	CY	12,508.30
		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!**

<b>SUB TOTAL:</b>	19,261.66
<b>SALES TAX:</b>	1,492.78
<b>FREIGHT:</b>	8,710.00
<b>TOTAL:</b>	29,464.44

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

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

# SUMMER CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTORS

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

June 24, 2024

ATTN: Rafael Alamillo– Project Manager

**RE: Rose Ave. Elementary School – CCD 026 Credit Adjustments**

## CREDIT ADJUSTMENT

Summer Construction, Inc. hereby submits a Credit Adjustment/Phase 2 Credit per the following:

Please see our credit for the clearing and grading no longer required per CCD 026 below:

1. Clearing Credit Phase II : \$ 8,441.11
2. Cut and Fill : \$ 5,139.20

**Total Credit per CCD 026: \$ 13,580.31**

Sincerely,



Sam Bennett  
President

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ISSUES	ISSUANCE	DATE
NO.		

**CONSULTANTS**  
**IBI**  
**BRANDOW & JOHNSTON**  
 STRUCTURAL-CIVIL ENGINEERS (BAJ INC., INC.)  
 700 S FLOWER ST #1000, LOS ANGELES, CA 90017  
 T: (213) 588-4000 WWW.BAJCE.COM  
 EST. 1945



SEAL

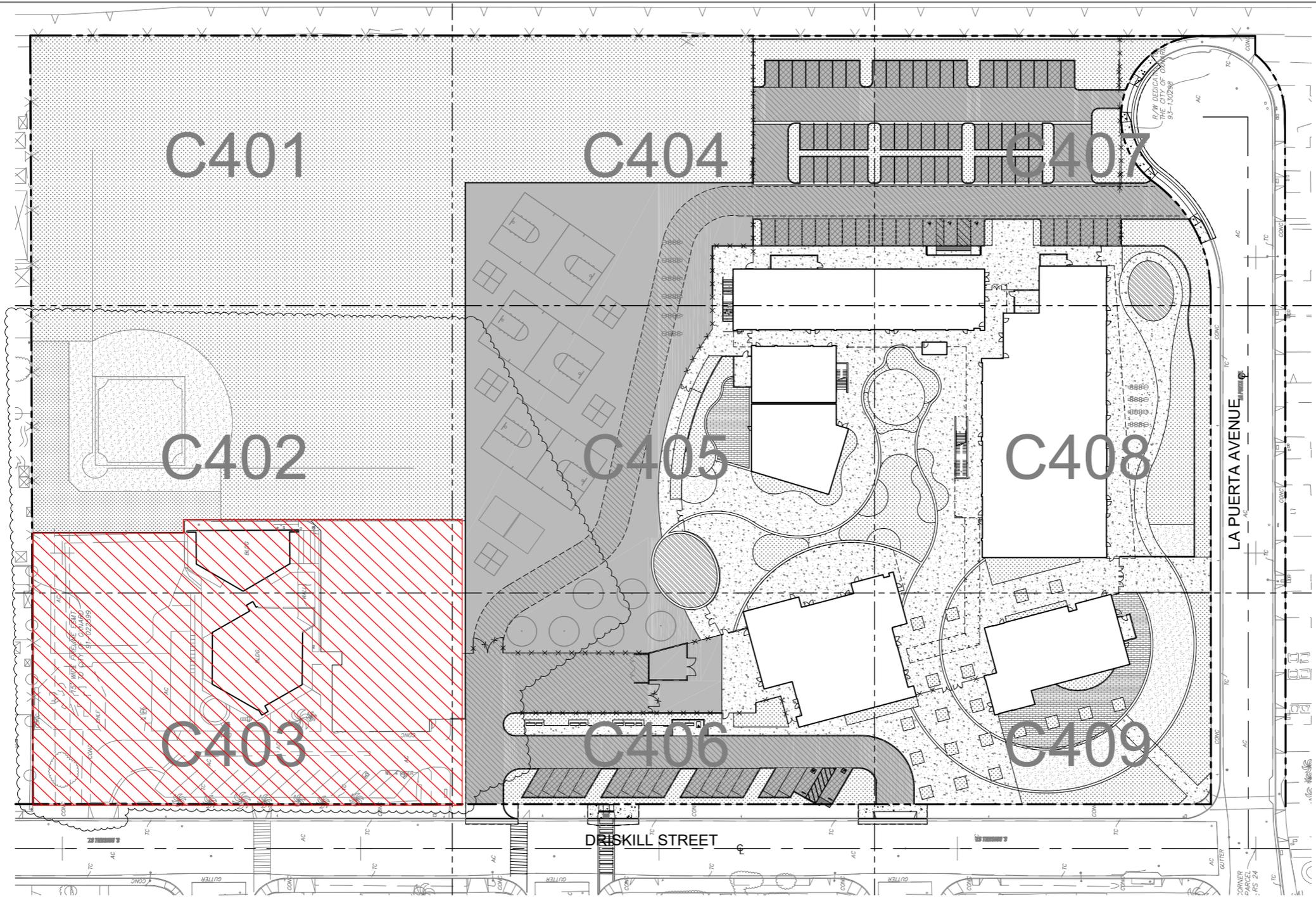
**PRIME CONSULTANT**  
**IBI**  
 315 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel: (213) 769-0011 Fax: (213) 769-0016  
 ibigroup.com

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

**PROJECT NO:** 109990  
**DRAWN BY:** Author  
**CHECKED BY:** Checker  
**PROJECT MGR:** Designer  
**APPROVED BY:** Approver  
**SCALE:** DATE: 01/18/2024

**SHEET TITLE**  
**OVERALL SITE GRADING PLAN**

**SHEET NUMBER** C400 **ISSUE** 547



**OVERALL SITE GRADING PLAN**



**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 PER LANDSCAPE PLANS
- NEW CONCRETE PAVERS PER LANDSCAPE PLANS
- NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS
- NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS
- NEW CLAY SURFACE PER LANDSCAPE PLANS

B:\100\109990\109990 - Rose Avenue Elementary\109990 - Rose Ave - SDC - 547.rvt  
 1/18/2024 10:00 AM



## CHANGE ORDER REQUEST

COR #034 CCD-026 Demo/

**To:** Raphael Alamillo Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [RALamillo@balfourbettyus.com](mailto:RALamillo@balfourbettyus.com)  
**CC:**

**Date Issued:** 6/26/24

<b>Requested Amount:</b>	<b>\$</b>	<b>\$12,308</b>
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The change in scope for the amount requested above is as follows:

### COR #034

Scope of Work: Coordinate with Edison for the Meter Service removal and safe off for the 2) existing school buildings to remain. Edison has stated that there will be no additional costs. Taft Electric excludes any additional Edison costs. In addition, TAFT has not received an answer to RFI 106. We do not have a clear scope of work.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

\_\_\_\_\_  
 Tim Harris  
 Project Manager  
 Taft Electric Company

Date

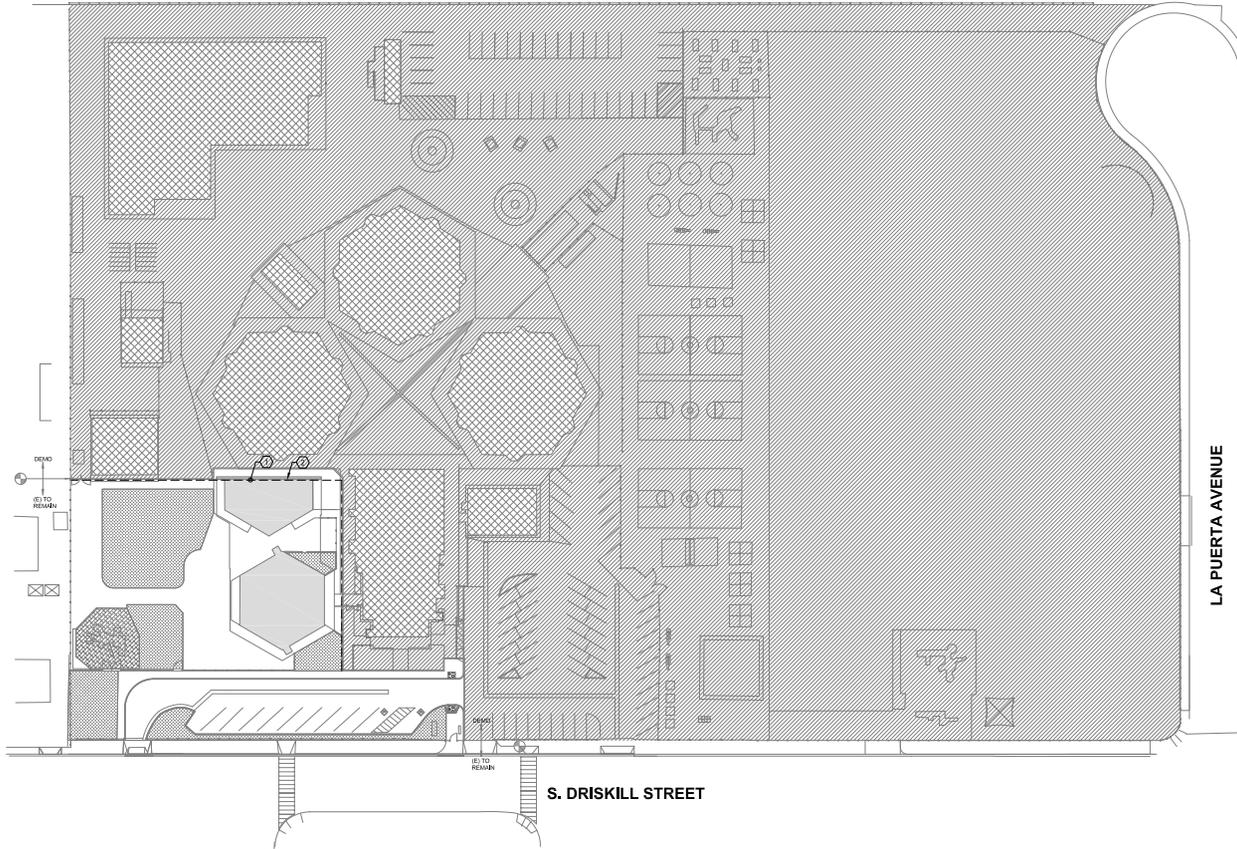
\_\_\_\_\_  
 Raphael Allamillo  
 Project Manager  
 Balfour Betty Corporation

Date



**REFERENCE NOTES:**

- ① LINE OF DEMOLITION.
- ② DEMOLISH ALL ELECTRICAL FEED AND CONDUITS AT THE LINE OF DEMOLITION AND GAP OFF FOR FUTURE CONNECTION.



① OVERALL ELECTRICAL DEMOLITION SITE PLAN  
SCALE: 1/32" = 1'-0"

PROJECT INFORMATION

DATE: 05/20/24  
 DRAWN BY: J. GARCIA  
 CHECKED BY: J. GARCIA  
 DATE: 05/20/24

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M. Roshanian, A. V. Roshanian, Partners  
 Electrical, Mechanical and Construction Engineers  
 12275 Wilshire Blvd., Suite 100  
 Los Angeles, CA 90025  
 Tel: 310.207.8200  
 Fax: 310.207.8202

---

ISSUES

NO.	ISSUANCE	DATE
1	CCD 006	05/20/24

---

CLIENT

**OXNARD SCHOOL DISTRICT**

220 S. Driskill St. Oxnard, CA 93030

---

CONSULTANTS

**roshanian & associates**  
 ELECTRICAL, MECHANICAL AND CONSTRUCTION ENGINEERS  
 12275 WILSHIRE BLVD. SUITE 100  
 LOS ANGELES, CA 90025  
 TEL: 310.207.8200

---

DATE

05/20/24

---

PROJECT CONSULTANT

**EE GROUP**  
 225 South Broadway, Suite 200  
 Los Angeles, CA 90012  
 818.233.0977 | www.eegroup.com  
 ee@eegroup.com

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PROJECT

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

---

PROJECT NO:	125000
DRAWN BY:	J. GARCIA
CHECKED BY:	J. GARCIA
PROJECT MGR:	J. GARCIA
DESIGNER:	J. GARCIA
DATE:	05/20/24

---

SHEET TITLE

**OVERALL DEMOLITION SITE PLAN - ELECTRICAL**

NO. SHEET: CCD26  
 OF SHEETS: ED1.01

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

Change Order Request #: 208 R1  
Date: 7-21-2025

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

The Contract is changed as follows:

<p>Reference: Cost Event 365 – CDR 208 R1 – Offsite Improvements Approval Delay - Extended overhead Cost.</p> <p>Boneso Extended Overhead Costs Due to Offsite Improvement Approval Delays. This Change Order Request reflects the extended overhead costs incurred by Boneso as a result of delays in obtaining approvals for the Offsite Improvements. The associated time impact has pushed the completion of Boneso's scope of work to June 13, 2025.</p> <p>The total cost impact is detailed in the attached breakdown. This calculation is based on updated project schedule submitted on November 11, 2024, specifically for Phase I of the project. Please note that Boneso has no scope of work under Phase II.</p> <p>These costs are attributed solely to the extended general conditions and overhead expenses directly resulting from the delay.</p>	<p>\$ 155,115.00</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 Ramirez

By: \_\_\_\_\_

By: (Signature) RECORDED

Date: 2025-07-21

Date: \_\_\_\_\_

Date: 7/22/25

OWNER - Oxnard School District

By: (Signature)

Date: 8/20/25

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-21-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference: Cost Event 365 – CDR 208 R1 – Offsite Improvements Approval Delay - Extended overhead Cost.

Boneso Extended Overhead Costs Due to Offsite Improvement Approval Delays. This Change Order Request reflects the extended overhead costs incurred by Boneso as a result of delays in obtaining approvals for the Offsite Improvements. The associated time impact has pushed the completion of Boneso's scope of work to June 13, 2025.

The total cost impact is detail in the attached breakdown. This calculation is based on the updated project schedule submitted on November 11, 2024, specifically for Phase I of the project. Please note that Boneso has no scope of work under Phase II.

These costs are attributed solely to the extended general conditions and overhead expenses directly resulting from the delay.

<b>A. Subcontractor's Cost</b>			
Boneso Brothers	\$	145,278.00	
Insurance @ 1%	\$	1,452.78	
		<b>Subtotal B: \$</b>	<b>146,730.78</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 2.5% of Subtotal A	\$	3,668.27	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>3,668.27</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>1,551.15</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>1,551.15</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>1,613.20</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>155,115.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2025-07-21

Print Name & Title (General Contractor)

Signature

Date

**Change Order Labor Rate**

2021

Boneso Plumbbin Brothers

Trade : Plumber Journeyman Effective Date: 01-2021

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$ 59.63	\$ 114.56	\$ 141.83
VACATION / HOLIDAY	\$ 7.31	\$ 7.31	\$ 7.31
<b>Taxable rate (base rate + Vacation)</b>	<b>\$ 66.94</b>	<b>\$ 121.87</b>	<b>\$ 149.14</b>
HEALTH AND WELFARE	\$ 8.91	\$ 8.91	\$ 8.91
PENSION	\$ 13.30	\$ 13.30	\$ 13.30
APPRENTICESHIP TRAINING	\$ 0.67	\$ 0.67	\$ 0.67
GREIVANCE	\$ 0.44	\$ 0.44	\$ 0.44
ANNUITY	\$ 2.00	\$ 2.00	\$ 2.00
<b>Hourly rate on check</b>	<b>\$ 92.26</b>	<b>\$ 147.19</b>	<b>\$ 174.46</b>
SOCIAL SECURITY/ MEDICARE	\$ 5.63	\$ 5.63	\$ 5.63
FUTA (FEDERAL UNEMPLOYMENT)	\$ 0.55	\$ 0.55	\$ 0.55
SUI (STATE UNEMPLOYMENT)	\$ 4.23	\$ 4.23	\$ 4.23
WORKERS COMP	\$ 4.51	\$ 4.51	\$ 4.51
Safety	\$ 7.79	\$ 7.79	\$ 7.79
<b>Burden total</b>	<b>\$ 22.70</b>	<b>\$ 22.70</b>	<b>\$ 22.70</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$ 114.96</b>	<b>\$ 169.89</b>	<b>\$ 197.16</b>

**Change Order Labor Rate**

2025

Boneso Plumnbins Brothers

Trade : Plumber Journeyman Effective Date: 01-2025

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$ 87.69	\$ 116.46	\$ 143.52
VACATION / HOLIDAY	\$ 7.31	\$ 7.31	\$ 7.31
<b>Taxable rate (base rate + Vacation)</b>	<b>\$ 95.00</b>	<b>\$ 123.77</b>	<b>\$ 150.83</b>
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
<b>Hourly rate on check</b>	<b>\$ 111.77</b>	<b>\$ 140.54</b>	<b>\$ 167.60</b>
SOCIAL SECURITY/ MEDICARE	\$ 7.16	\$ 7.16	\$ 7.16
FUTA (FEDERAL UNEMPLOYMENT)	\$ 0.70	\$ 0.70	\$ 0.70
SUI (STATE UNEMPLOYMENT)	\$ 5.37	\$ 5.37	\$ 5.37
WORKERS COMP	\$ 5.74	\$ 5.74	\$ 5.74
Safety	\$ 9.91	\$ 9.91	\$ 9.91
<b>Burden total</b>	<b>\$ 28.87</b>	<b>\$ 28.87</b>	<b>\$ 28.87</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$ 140.64</b>	<b>\$ 169.41</b>	<b>\$ 196.47</b>

**Change Order Labor Rate**  
 Boneso Plumbbin Brothers

Labor Rate Increase	\$	25.68	
Delay		685.88	Days
		5487.00	Hrs
Labor Rate IncreaseTotal	\$	140,919	
Bonds	\$	2,906	
Insurance	\$	1,453	
Total	\$	145,278	

15650001 - Rose Elementary School

Jurisdiction: California

Company Name: **Boneso Brothers Construction, Inc**

<b>5,487.00</b>	<b>294,051.50</b>
-----------------	-------------------

Primary/Sub Sub

Name of Primary: **Balfour Beatty Construction, LLC | 769190**

Week Ending	MH - STD	MH - OT	MH - D - OT	Totals	Gross Amount Paid
02/15/2022	40.00	0.00	0.00	40.00	\$2,469.20
02/22/2022	16.00	0.00	0.00	16.00	\$987.68
03/01/2022	72.00	0.00	0.00	72.00	\$3,687.12
03/08/2022	80.00	0.00	0.00	80.00	\$3,991.60
03/15/2022	80.00	0.00	0.00	80.00	\$3,991.60
03/22/2022	48.00	0.00	0.00	48.00	\$2,097.28
03/29/2022	4.00	0.00	0.00	4.00	\$246.92
04/12/2022	1.00	0.00	0.00	1.00	\$61.73
04/19/2022	18.00	0.00	0.00	18.00	\$890.18
04/26/2022	16.00	0.00	0.00	16.00	\$841.12
05/03/2022	16.00	0.00	0.00	16.00	\$841.12
05/17/2022	21.00	0.00	0.00	21.00	\$1,177.98
05/24/2022	13.00	0.00	0.00	13.00	\$802.49
05/31/2022	8.00	0.00	0.00	8.00	\$493.84
06/07/2022	6.00	0.00	0.00	6.00	\$259.32
06/14/2022	40.00	0.00	0.00	40.00	\$1,684.48
06/21/2022	117.00	0.00	0.00	117.00	\$4,848.09
06/28/2022	160.00	0.00	0.00	160.00	\$6,787.68
07/05/2022	102.00	0.00	0.00	102.00	\$4,614.14
07/12/2022	57.50	0.00	0.00	57.50	\$2,635.84
07/19/2022	84.00	0.00	0.00	84.00	\$4,175.10
07/26/2022	80.00	0.00	0.00	80.00	\$3,991.60
08/02/2022	101.00	0.00	0.00	101.00	\$4,923.37
08/09/2022	128.00	0.00	0.00	128.00	\$5,734.48
08/16/2022	120.00	0.00	0.00	120.00	\$5,215.92
08/23/2022	152.00	0.00	0.00	152.00	\$7,513.52
08/30/2022	215.00	0.00	0.00	215.00	\$10,644.99
09/06/2022	118.00	0.00	0.00	118.00	\$6,224.32
09/13/2022	239.00	0.00	0.00	239.00	\$12,192.38
09/20/2022	251.00	0.00	0.00	251.00	\$13,110.86
09/27/2022	215.00	0.00	0.00	215.00	\$11,339.10
10/04/2022	205.00	0.00	0.00	205.00	\$10,899.02

**15650001 - Rose Elementary School**

**Jurisdiction: California**

10/11/2022	92.00	0.00	0.00	92.00	\$5,173.64
10/18/2022	120.00	0.00	0.00	120.00	\$6,644.88
10/25/2022	98.00	0.00	0.00	98.00	\$5,569.44
11/01/2022	100.00	0.00	0.00	100.00	\$5,679.80
11/08/2022	48.00	0.00	0.00	48.00	\$2,778.08
11/15/2022	48.00	0.00	0.00	48.00	\$2,778.08
11/22/2022	28.00	0.00	0.00	28.00	\$1,642.12
11/29/2022	32.00	0.00	0.00	32.00	\$1,830.48
12/06/2022	48.00	0.00	0.00	48.00	\$2,778.08
12/13/2022	48.00	0.00	0.00	48.00	\$2,778.08
12/20/2022	76.00	0.00	0.00	76.00	\$4,355.48
12/27/2022	60.00	0.00	0.00	60.00	\$3,407.88
01/03/2023	68.00	0.00	0.00	68.00	\$3,849.32
01/10/2023	60.00	0.00	0.00	60.00	\$3,343.16
01/17/2023	52.00	0.00	0.00	52.00	\$2,901.72
01/24/2023	88.00	0.00	0.00	88.00	\$4,726.72
01/31/2023	130.00	0.00	0.00	130.00	\$6,915.12
02/07/2023	32.00	0.00	0.00	32.00	\$1,765.76
02/14/2023	90.00	0.00	0.00	90.00	\$5,192.72
02/21/2023	68.00	0.00	0.00	68.00	\$3,946.40
02/28/2023	46.00	0.00	0.00	46.00	\$2,780.98
03/07/2023	10.00	0.00	0.00	10.00	\$632.70
03/14/2023	4.50	0.00	0.00	4.50	\$284.72
03/21/2023	24.00	0.00	0.00	24.00	\$1,518.48
03/28/2023	12.00	0.00	0.00	12.00	\$694.52
04/04/2023	23.00	0.00	0.00	23.00	\$1,390.49
04/11/2023	32.00	0.00	0.00	32.00	\$2,024.64
04/18/2023	32.00	0.00	0.00	32.00	\$2,024.64
04/25/2023	32.00	0.00	0.00	32.00	\$1,742.88
05/02/2023	38.00	0.00	0.00	38.00	\$2,404.26
05/09/2023	40.00	0.00	0.00	40.00	\$2,530.80
05/16/2023	32.00	0.00	0.00	32.00	\$2,024.64
05/23/2023	40.00	0.00	0.00	40.00	\$2,530.80
05/30/2023	32.00	0.00	0.00	32.00	\$2,024.64
06/06/2023	32.00	0.00	0.00	32.00	\$2,024.64
06/13/2023	40.00	0.00	0.00	40.00	\$2,530.80
06/20/2023	6.00	0.00	0.00	6.00	\$379.62
06/27/2023	60.00	8.00	0.00	68.00	\$4,248.02
07/04/2023	64.00	0.00	0.00	64.00	\$3,790.40

**15650001 - Rose Elementary School**

**Jurisdiction: California**

07/11/2023	77.00	0.00	0.00	77.00	\$4,572.46
07/18/2023	70.00	0.00	0.00	70.00	\$4,170.02
07/25/2023	104.00	0.00	0.00	104.00	\$5,411.20
08/01/2023	104.00	0.00	0.00	104.00	\$5,411.20
08/08/2023	80.00	0.00	0.00	80.00	\$4,738.00
08/15/2023	40.00	0.00	0.00	40.00	\$2,530.80
08/22/2023	80.00	0.00	0.00	80.00	\$4,738.00
08/29/2023	16.00	0.00	0.00	16.00	\$1,012.32
09/05/2023	32.00	0.00	0.00	32.00	\$2,061.28
09/12/2023	8.00	0.00	0.00	8.00	\$524.48
09/19/2023	8.00	0.00	0.00	8.00	\$524.48
10/03/2023	16.00	0.00	0.00	16.00	\$1,048.96
10/10/2023	4.00	0.00	0.00	4.00	\$262.24
10/17/2023	10.00	0.00	0.00	10.00	\$655.60
10/24/2023	12.00	0.00	0.00	12.00	\$786.72
12/12/2023	5.00	0.00	0.00	5.00	\$327.80
12/26/2023	4.00	0.00	0.00	4.00	\$262.24
	5,479.00	8.00	0.00	5,487.00	\$294,051.50



November 12, 2024

Balfour Beatty  
13520 Evening Creek Drive North  
Suite 270  
San Diego, CA 92128

Attn: Filbert Carbajal  
Project Engineer

Re: Extended Time Cost with revised project schedule 11/12/24

Dear Mr. Carbajal:

As previously noted, Boneso Brothers Construction will incur additional costs due to the time impact on the Rose Ave. Project. Based on our analysis, if the project is completed on June 13, 2025, the updated cost associated with the delay is \$145,278. This calculation is based on our review of the schedule received via email on November 12, 2024, and the fact that we have no scope of work associated with Phase 2. The cost primarily reflects increased labor rates resulting from the extended project duration.

Boneso Brothers Construction respectfully requests that Balfour Beatty consider this additional cost associated. Please see attached for the calculation associated with this time impact cost.

Sincerely,  
Boneso Brothers Construction Inc.

A handwritten signature in black ink, appearing to read 'Brian Bermingham', with a long horizontal flourish extending to the right.

Brian Bermingham  
Controller



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-18-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference: Cost Event 365 – CDR 209 R3 – Offsite Improvements Approval Delay – Extended Overhead Costs (CamPainting)

CamPainting is requesting compensation for extended indirect costs resulting from project delays. The delays have prevented our formal release from the project. Consequently, the following costs are included in this change order request:

Project Management Costs – Ongoing administrative support and coordination due to project extension.  
 Bond Extension – Additional bond coverage required as a result of extended project duration.  
 Excess Liability Insurance – Continued coverage necessary during the extended period.  
 Remobilization Costs – Costs associated with returning to site to re-check the punch list, which was delayed by over a year.

The request of these costs to be considered for approval due to the prolonged project schedule due to the Offsite Approvals and lack of Puch List re-Inspection request that date over a year.

<b>A. Subcontractor's Cost</b>			
CAM Painting	\$	169,662.83	
Insurance @ 1%	\$	1,696.63	
		<b>Subtotal B: \$</b>	<b>171,359.46</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	8,567.97	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>8,567.97</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>1,855.69</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>1,855.69</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>1,929.92</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>185,569.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

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

*Rafael Alamillo*  
 Signature

2025-08-18  
 Date

## **CAM Painting Extended Duration & Re-Sequencing**

CAM Painting respectfully submits this formal Change Order Request for additional compensation in the amount of **\$169,662.83** for costs incurred due to extended project duration, labor escalation, supervision beyond the original contract schedule, field labor inefficiencies, and extensive re-sequencing of work outside our control.

The original contract completion date was **February 2023**. However, due to a combination of design changes, coordination delays, field conditions, and multiple inspection and punch list cycles, CAM Painting remained onsite through **July 2024**, more than **17 months** beyond the original contractual completion.

The extended duration and disruption to our original sequence of work are directly attributable to the following:

1. **ASI 20 & ASI 20R – TV Bracket and AV Outlet Revisions:**  
Required multiple returns to finish work in classrooms across the site, significantly disrupting finish sequences.
  2. **CCD 016 – Stair Landing and Guard Wall Modifications:**  
Changes to the stair areas added scope and delayed finish progress.
  3. **TIA #3 / CCD 018 / Deferred Submittal:**  
Elevator installation delays and related approvals restricted access and delayed our work.
  4. **Architectural Punch List Walks:**  
Multiple punch walks between December 2023 and March 2024 required ongoing return visits.
  5. **BBC Punch List Compilation and Submittal (2/13/24):**  
Required follow-up from CAM Painting to close out trade-specific items.
  6. **CFW/IOR Walks and Sign-Offs (11/6/24 and 11/20/24):**  
Further walkthroughs identified additional correction items and delayed final turnover.
  7. **CFW/IOR Issued Corrections (12/10/24):**  
Extended the closeout process beyond our original scope timeline.
  8. **Exterior Punch List Walk (7/17/25):**  
Indicates that exterior finishes and final inspections extended well beyond our anticipated demobilization.
  9. **CCD 025 – Beam Detector Changes:**  
Introduced re-sequencing and further delayed coordination with other trades.
-

### Labor Escalation and Associated Costs

Due to the extended project duration, CAM Painting was required to perform work during periods of increased wage rates. The following table outlines the breakdown of labor escalation and related costs:

<b>Year / Cost Item</b>	<b>Rate / Description</b>	<b>Delay Hours</b>	<b>Amount</b>
2021 Labor Escalation	N/A	0.00	\$0.00
2022 Labor Escalation	\$13.19/hr	0.00	\$0.00
2023 Labor Escalation	\$14.32/hr	2,743.50	\$39,284.71
2024 Labor Escalation	\$19.77/hr	348.00	\$6,878.35
<b>Labor Escalation Subtotal</b>			<b>\$46,163.06</b>
Overhead & Profit (10%)	Applied to direct costs	—	\$4,616.31
Bond Costs	Based on revised amount	—	\$781.00
Extended Supervision	Feb 2023 – Jul 2024	—	\$57,576.00
Insurance	2023 & 2024	—	\$13,778.14
Labor Inefficiency	Due to resequencing & delays	—	\$42,331.32
<b>Total Requested</b>			<b>\$169,662.83</b>

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CAM Painting respectfully requests approval of this Change Order in the amount of **\$169,662.83**, which represents costs directly caused by project delays, resequencing, and conditions outside the contractor's control.

**Project:** Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

**Change Order No.:** 005  
**Date:** 3/19/2024  
**Subcontract No.:** 15650000-011  
**Vendor No.:** 5183163

**To Supplier/ Subcontractor:** CAM Painting, Inc.  
29 Hackamore Lane, Bell Canyon CA 91307  
Bell Canyon, California 91307

The Subcontract/Supply Agreement for the Rose Ave. Elem School Reconstruction project is changed as indicated below. The Contract Sum is increased in the amount of \$6,574.92. This Change Order includes all costs associated with the change, including but not limited to, the furnishing of all labor (including overtime), equipment, materials, supervision, taxes (if applicable), insurance, bonds (if applicable), overhead, fees and performance of Work arising out of or related to the following:

CE Number	Description	Total Amount
150	ASI 023 Stair Landing Drains - Painting	\$1,544.64
263	RFI 511 Building B - Door Limit Switch Fly Fan Clarification	\$855.65
259	RFI 483 Exterior Canopy Downspout & Gutter Details - Paint Downspout	\$1,440.63
234	Delay of Stair Painting & ASI18R Adde Reglet	\$2,734.00

**TOTAL LUMP SUM THIS CHANGE** **\$6,574.92**

**SUBCONTRACTOR/ SUPPLIER  
CHANGE ORDER**



**Project:** Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

**Change Order No.:** 006  
**Date:** 6/13/2024  
**Subcontract No.:** 15650000-011  
**Vendor No.:** 5183163

**To Supplier/ Subcontractor:** CAM Painting, Inc.  
29 Hackamore Lane, Bell Canyon CA 91307  
Bell Canyon, California 91307

The Subcontract/Supply Agreement for the Rose Ave. Elem School Reconstruction project is changed as indicated below. The Contract Sum is increased in the amount of \$29,000.00. This Change Order includes all costs associated with the change, including but not limited to, the furnishing of all labor (including overtime), equipment, materials, supervision, taxes (if applicable), insurance, bonds (if applicable), overhead, fees and performance of Work arising out of or related to the following:

CE Number	Description	Total Amount
224	CE #224 - CDR #124 R1 – Change Elevator Wall Graphic	\$7,000.00
318	CDR 162 R2 - CE 318 - Bldg C S Stucco	\$22,000.00

**TOTAL LUMP SUM THIS CHANGE** **\$29,000.00**

**SUBCONTRACTOR/ SUPPLIER  
CHANGE ORDER**



**Project:** Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

**Change Order No.:** 008  
**Date:** 9/9/2024  
**Subcontract No.:** 15650000-011  
**Vendor No.:** 5183163

**To Supplier/ Subcontractor:** CAM Painting, Inc.  
29 Hackamore Lane, Bell Canyon CA 91307  
Bell Canyon, California 91307

The Subcontract/Supply Agreement for the Rose Ave. Elem School Reconstruction project is changed as indicated below. The Contract Sum is increased in the amount of \$5,001.32. This Change Order includes all costs associated with the change, including but not limited to, the furnishing of all labor (including overtime), equipment, materials, supervision, taxes (if applicable), insurance, bonds (if applicable), overhead, fees and performance of Work arising out of or related to the following:

CE Number	Description	Total Amount
340	SCO 008 - CE 340 - Sealer for US Map and Kindergarten Letters	\$5,001.32

**TOTAL LUMP SUM THIS CHANGE \$5,001.32**

Description
Bldg C Level 1 & 2 - Painting Conduits
Media Center perform repainting work due to fire sprinkler relocation
Bldg A - Window Relocation
Bldg C Walkway - Painting Conduits
Bldg C Media Center - Painting Conduits
Bldg C Kindergarten - Painting Conduits
Exterior Canopy - Painting Conduits
Bldg B MPR - Bench Patching
Bldg B - Light Fixture Patch & Paint
Bldg C Media Center - Patch Work
Bldg C North 1-402 - Siding Repairs
Repaint Bldg C Media Center RSP Room

Bldg A & C - Interior Touch Ups	\$4,600.00
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## Change Order Labor Rate

CAM Painting

<b>Year 2021</b>		
Labor Rate Increase	\$	-
Delay		0.00 Hrs
Labor Rate Increase Total	\$	-
<b>Year 2022</b>		
Labor Rate Increase	\$	13.19
Delay		0.00 Hrs
Labor Rate Increase Total	\$	-
<b>Year 2023</b>		
Labor Rate Increase	\$	14.32
Delay		2743.50 Hrs
Labor Rate Increase Total	\$	39,284.71
<b>Year 2024</b>		
Labor Rate Increase	\$	19.77
Delay		348.00 Hrs
Labor Rate Increase Total	\$	6,878.35
Labor Rate Increase Total	\$	46,163.06
O&P @ 10%	\$	4,616.31
Bonds	\$	781.22

15650001 - Rose Elementary School

Jurisdiction: California

Company Name: CAM Painting

<b>3,091.50</b>	<b>98,256.96</b>
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Primary/Sub Sub

Name of Primary: Balfour Beatty Construction, LLC | 710805

Week Ending	MH - STD	MH - OT	MH - D - OT	Totals	Gross Amount Paid
04/04/2023	88.00	0.00	0.00	88.00	\$3,063.36
04/11/2023	214.50	2.00	0.00	216.50	\$6,043.81
04/18/2023	152.00	8.00	0.00	160.00	\$4,732.19
04/25/2023	150.50	15.50	0.00	166.00	\$5,254.78
05/02/2023	180.00	4.00	0.00	184.00	\$5,699.32
05/09/2023	160.00	0.00	0.00	160.00	\$5,130.88
05/16/2023	128.00	0.00	0.00	128.00	\$3,686.40
05/23/2023	142.00	0.00	0.00	142.00	\$4,206.08
05/30/2023	82.50	0.00	0.00	82.50	\$2,630.08
06/06/2023	148.00	0.00	0.00	148.00	\$4,298.26
06/13/2023	152.00	0.00	0.00	152.00	\$4,398.56
06/20/2023	64.00	0.00	0.00	64.00	\$2,083.04
08/01/2023	32.00	0.00	0.00	32.00	\$1,096.32
08/08/2023	56.00	0.00	0.00	56.00	\$1,668.16
08/29/2023	24.00	0.00	0.00	24.00	\$922.88
09/05/2023	45.00	0.00	0.00	45.00	\$1,559.88
09/12/2023	64.00	0.00	0.00	64.00	\$2,316.16
09/19/2023	16.00	0.00	0.00	16.00	\$531.76
09/26/2023	111.50	16.00	0.00	127.50	\$4,438.96
10/03/2023	96.00	0.00	0.00	96.00	\$2,945.92
10/10/2023	128.00	0.00	0.00	128.00	\$4,178.32
10/17/2023	240.00	0.00	0.00	240.00	\$7,143.04
10/24/2023	152.00	0.00	0.00	152.00	\$5,054.48
10/31/2023	24.00	0.00	0.00	24.00	\$828.72
12/12/2023	32.00	0.00	0.00	32.00	\$1,063.52
12/19/2023	16.00	0.00	0.00	16.00	\$531.76
01/16/2024	40.00	0.00	0.00	40.00	\$1,470.64
01/23/2024	80.00	0.00	0.00	80.00	\$2,658.80
01/30/2024	48.00	0.00	0.00	48.00	\$1,595.28
04/02/2024	8.00	0.00	0.00	8.00	\$312.96
04/09/2024	8.00	0.00	0.00	8.00	\$312.96
04/16/2024	16.00	0.00	0.00	16.00	\$625.92

**15650001 - Rose Elementary School**

**Jurisdiction: California**

04/23/2024	8.00	0.00	0.00	8.00	\$296.96
05/07/2024	8.00	0.00	0.00	8.00	\$312.96
05/14/2024	4.00	0.00	0.00	4.00	\$156.48
07/02/2024	40.00	0.00	0.00	40.00	\$1,564.80
07/09/2024	16.00	0.00	0.00	16.00	\$625.92
07/16/2024	32.00	0.00	0.00	32.00	\$1,251.84
07/23/2024	16.00	0.00	0.00	16.00	\$625.92
07/30/2024	24.00	0.00	0.00	24.00	\$938.88
	3,046.00	45.50	0.00	3,091.50	\$98,256.96

PROJECT NAME **Rose Ave.**  
 CONTRACTOR **Balfour Beatty**  
 SUBCONTRACTOR **CAM Painting**

PROJECT NO. **15650001**  
 CONTRACT NO. \_\_\_\_\_  
 DATE **1-2021**

**HOURLY LABOR RATE WORKSHEET**

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 32.34	\$ 67.20	\$ 83.37	Use certified payroll to verify.
Fringe Benefits:	Benefit Paid / Benefit Provided (put X in appropriate box)				
Pension <sup>1</sup>	X	4.94	4.94	4.94	
Health/Welfare <sup>1</sup>	X	9.00	9.00	9.00	
Training/Certification <sup>1</sup>	X	0.75	0.75	0.75	
Vacation/Holiday <sup>1</sup>	X	2.99	2.99	2.99	
Other	X	1.01	1.01	1.01	
Fringe Benefits Subtotal		\$ 18.69	\$ 18.69	\$ 18.69	
Total PW Hourly Rate		\$ 51.03	\$ 85.89	\$ 102.06	= Base Labor Rate + Benefits Paid + Benefits Provided
Benefits Paid		\$ 9.75	\$ 9.75	\$ 9.75	
Total Paid Hourly Rate		\$ 42.09	\$ 76.95	\$ 93.12	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance <sup>2</sup>					
Medicare	0.0145	3.16	3.16	3.16	
Federal Unemployment	0.0080	0.74	0.74	0.74	
California Unemployment	0.0620	0.41	0.41	0.41	Maximum - 0.062.
Workers Compensation <sup>1</sup>	0.11	3.16	3.16	3.16	Usually less than 11%; can request policy.
Other <sup>1</sup>		5.61	5.61	5.61	
Other <sup>1</sup>		-	-	-	
Burden Subtotal		\$ 13.09	\$ 13.09	\$ 13.09	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>		<b>\$ 64.12</b>	<b>\$ 98.98</b>	<b>\$ 115.15</b>	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.  
<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 (print name)

Signature: \_\_\_\_\_

**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-2022-1

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, 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	D	\$105.870		Holidays	Scope of Work	Travel & Subistence
#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	D	\$94.360		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER		E	08/22/2021	06/30/2022**	\$35.820		\$8.100		\$8.980	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.450	\$76.360		\$76.360		\$94.270		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2021	06/30/2022**	\$36.270		\$8.100		\$8.980	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.900	\$77.030		\$77.030		\$95.170		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2022	04/30/2022**	\$39.950	H	\$5.780		\$5.550		\$2.320		\$0.630		\$0.280		8.0		\$54.510	\$74.490		\$74.490	J	\$94.460		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM,	MATERIAL HANDLER	I	02/22/2022	04/30/2022**	\$15.000	H	\$5.780		\$1.940		\$0.820		\$0.630		\$0.280		8.0		\$24.450	\$31.950		\$31.950	K	\$39.450		Holidays	Scope of Work	Travel & Subistence
#DRYWALL FINISHER			02/22/2022	09/30/2022**	\$43.630	H	\$8.850		\$8.130		\$5.070		\$0.870		\$1.020		8.0		\$67.570	\$89.380		\$89.380	L	\$111.200		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	SOUND INSTALLER		02/22/2022	11/30/2022**	\$42.170		\$8.910		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$57.970	\$79.680	Q	\$79.680	Q	\$101.400		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	INSIDE WIREMAN	P	02/22/2022	07/24/2022**	\$43.750	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$73.720	\$104.570	I	\$104.570	I	\$135.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	CABLE SPICER	P	02/22/2022	07/24/2022**	\$48.130	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$78.230	\$111.340	I	\$111.340	I	\$144.450		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	02/22/2022	07/24/2022**	\$43.750	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$73.720	\$104.570	I	\$104.570	I	\$135.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	02/22/2022	07/24/2022**	\$32.810	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$62.450	\$87.670	I	\$87.670	I	\$112.890		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	02/22/2022	09/30/2022**	\$55.260		\$11.850		\$13.150		\$4.820	G	\$1.150		\$0.150		8.0		\$86.380	\$114.010	Q	\$114.010	Q	\$141.640		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	02/22/2022	09/30/2022**	\$51.860		\$11.850		\$13.150		\$4.650	G	\$1.150		\$0.150		8.0		\$82.810	\$108.740	Q	\$108.740	Q	\$134.670		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	U	02/22/2022	09/30/2022**	\$51.280		\$11.850		\$13.150		\$4.600	G	\$1.150		\$0.150		8.0		\$82.180	\$107.820	Q	\$107.820	Q	\$133.460		Holidays	Scope of Work	Travel & Subistence
#GLAZIER			02/22/2022	05/31/2022**	\$50.300	V	\$8.000	W	\$13.850		\$0.000	X	\$0.770		\$0.960		8.0		\$73.880	\$97.160	Y	\$97.160	Z	\$120.430		Holidays	Scope of Work	Travel & Subistence
#MARBLE FINISHER			04/22/2021	05/31/2022**	\$35.900	Z	\$2.000		\$4.270		\$0.000		\$0.840		\$0.330		8.0		\$50.400	\$68.290	AA	\$68.290	AA	\$88.940	AC	Holidays	Scope of Work	Travel & Subistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	02/22/2022	06/30/2022**	\$32.340	Q	\$9.000		\$4.940		\$2.990		\$0.750		\$1.010		8.0		\$51.030	\$67.200	AE	\$67.200	AE	\$83.370		Holidays	Scope of Work	Travel & Subistence
#PAINTER:	INDUSTRIAL PAINTER	AD	02/22/2022	06/30/2022**	\$36.820	Q	\$9.000		\$4.940		\$3.360		\$0.850		\$1.010		8.0		\$55.970	\$74.380	AE	\$74.380	AE	\$92.760		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLASTERER			08/22/2021	08/02/2022**	\$38.860		\$9.380		\$8.020		\$6.910	AI	\$0.990		\$1.040		8.0	AI	\$65.200	\$84.630	AF	\$84.630	AK	\$104.060		Holidays	Scope of Work	Travel & Subistence
#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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2021	08/31/2022**	\$53.830	AP	\$9.060		\$13.650	AO	\$0.000	AR	\$2.650		\$1.390	AS	8.0		\$80.580	\$106.570	Q	\$106.570	Q	\$130.940		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2021	08/31/2022**	\$40.940	AP	\$8.950		\$10.800	AO	\$0.000	AR	\$2.380		\$1.390	AS	8.0		\$64.460	\$84.010		\$84.010	AT	\$102.940		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SERVICE AND REPAIR		08/22/2021	08/31/2022**	\$52.200	AP	\$9.060		\$13.340	AO	\$0.000	AR	\$1.980		\$1.390	AS	8.0		\$77.970	\$103.150		\$103.150	AW	\$126.690	AX	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2021	08/31/2022**	\$36.850	Z	\$9.060		\$13.650	AO	\$0.000	AR	\$2.040		\$1.190	AS	8.0	AT	\$62.790	\$81.210		\$81.210		\$98.280		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2021	08/31/2022**	\$16.090	Z	\$3.000		\$1.160	AO	\$0.000		\$0.100		\$0.990	AS	8.0	AT	\$21.340	\$29.390		\$29.390		\$37.430		Holidays	Scope of Work	Travel & Subistence
#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	\$88.580		\$88.580	BB	\$109.440	AC	Holidays	Scope of Work	Travel & Subistence
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	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	02/22/2022	12/31/2022**	\$41.270		\$10.990		\$15.260	BD	\$0.000		\$0.520		\$0.250		8.0		\$68.290	\$88.930		\$88.930		\$109.560		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	02/22/2022	08/31/2022**	\$50.920		\$10.990		\$17.350		\$0.000	S	\$1.600		\$0.450	BE	8.0		\$81.310	\$106.770	BG	\$106.770	BG	\$132.230		Holidays	Scope of Work	Travel & Subistence
#ROOFER			08/22/2021	07/31/2022**	\$42.070	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BJ	8.0		\$61.620	\$80.630	BK	\$80.630	BK	\$99.640		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PITCH WORK		08/22/2021	07/31/2022**	\$43.820	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BJ	8.0		\$63.370	\$83.260	BK	\$83.260	BK	\$103.140		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PREPARER		08/22/2021	07/31/2022**	\$43.070	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BJ	8.0		\$62.620	\$82.130	BK	\$82.130	BK	\$101.640		Holidays	Scope of Work	Travel & Subistence
#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		Holidays	Scope of Work	Travel & Subistence
#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	Holidays	Scope of Work	Travel & Subistence
#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	Holidays	Scope of Work	Travel & Subistence
#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	Holidays		

GENERAL PREVAILING WAGE DETERMINATION - VEN-2022-1

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
# 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	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 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.
- 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 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.
- AM INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AN ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AO RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AP INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AR AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AS INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AT 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.
- AU PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AV INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- ✓ SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

- AX DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- AY TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AZ INCLUDES AN AMOUNT FOR 401A PLAN.
- BA INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
- BB SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- BC RATE APPLIES TO REMAINDER OF COUNTY.
- BD INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BE RATE APPLIES TO VENTURA COUNTY EXCEPT FOR THE FOLLOWING CITIES OR COMMUNITIES: CASITAS SPRINGS, COLONIA, EL RIO, FARIA, FOSTER PARK, HOLLYWOOD BEACH, LA CONCHITA, LIVE OAK ACRES, LOCKWOOD VALLEY, MEINERS OAKS, MIRAMONTE, MONTALVO, OAK VIEW, OJAI, OXNARD, PIERPONT BAY, SAN BUENAVENTURA, SATICOX, SEACLIFF, SOLIMAR BEACH, SUMMIT, VENTURA AND WHEELER SPRINGS.
- BF AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- BG RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BH INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BI INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BJ INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BK RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
- BL INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.
- BM RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- BN 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 OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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PROJECT NAME **Rose Ave.**  
 CONTRACTOR **Balfour Beatty**  
 SUBCONTRACTOR **CAM Painting**

PROJECT NO. **15650001**  
 CONTRACT NO. \_\_\_\_\_  
 DATE **1-2022**

**HOURLY LABOR RATE WORKSHEET**

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

Item	Rate Per \$100	Prevailing Wage Rate			Notes													
		Regular Time	Overtime	Double Time														
Base Labor Rate		\$ 32.34	\$ 70.75	\$ 70.57	Use certified payroll to verify.													
Fringe Benefits: <table border="1" style="width: 100px; margin-left: 20px;"> <tr> <td>Benefit Paid</td> <td>Benefit Provided</td> </tr> <tr> <td colspan="2" style="text-align: center;">(put X in appropriate box)</td> </tr> <tr> <td>Pension <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Health/Welfare <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Training/Certification <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Vacation/Holiday <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">X</td> </tr> </table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		Pension <sup>1</sup>	X	Health/Welfare <sup>1</sup>	X	Training/Certification <sup>1</sup>	X	Vacation/Holiday <sup>1</sup>	X	Other	X				
	Benefit Paid	Benefit Provided																
	(put X in appropriate box)																	
	Pension <sup>1</sup>	X																
	Health/Welfare <sup>1</sup>	X																
	Training/Certification <sup>1</sup>	X																
	Vacation/Holiday <sup>1</sup>	X																
Other	X																	
Pension <sup>1</sup>		4.94	4.94	4.94														
Health/Welfare <sup>1</sup>		9.00	9.00	9.00														
Training/Certification <sup>1</sup>		0.85	0.85	0.85														
Vacation/Holiday <sup>1</sup>		2.99	2.99	2.99														
Other		1.01	1.01	1.01														
Fringe Benefits Subtotal		\$ 18.79	\$ 18.79	\$ 18.79														
Total PW Hourly Rate		\$ 51.13	\$ 89.54	\$ 89.36	= Base Labor Rate + Benefits Paid + Benefits Provided													
Benefits Paid		\$ 9.85	\$ 9.85	\$ 9.85														
Total Paid Hourly Rate		\$ 42.19	\$ 80.60	\$ 80.42	= Base Labor Rate + Benefits Paid													
Burden: Taxes & Insurance <sup>2</sup>																		
Medicare	0.0145	6.33	6.33	6.33														
Federal Unemployment	0.0080	1.48	1.48	1.48														
California Unemployment	0.0620	0.82	0.82	0.82	Maximum - 0.062.													
Workers Compensation <sup>1</sup>	0.11	6.33	6.33	6.33	Usually less than 11%; can request policy.													
Other <sup>1</sup>		11.23	11.23	11.23														
Other <sup>1</sup>		-	-	-														
Burden Subtotal		\$ 26.18	\$ 26.18	\$ 26.18														
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC													
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC													
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC													
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>		<b>\$ 77.31</b>	<b>\$ 115.72</b>	<b>\$ 115.54</b>	= Amount Contractor paid to employee													

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 (print name)

Signature: \_\_\_\_\_

**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-2022-1

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, 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	D	\$105.870		Holidays	Scope of Work	Travel & Subistence
#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	D	\$94.360		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER		E	08/22/2021	06/30/2022**	\$35.820		\$8.100		\$8.980	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.450	\$76.360		\$76.360		\$94.270		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2021	06/30/2022**	\$36.270		\$8.100		\$8.980	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.900	\$77.030		\$77.030		\$95.170		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2022	04/30/2022**	\$39.950	H	\$5.780		\$5.550		\$2.320		\$0.630		\$0.280		8.0		\$54.510	\$74.490		\$74.490	J	\$94.460		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM,	MATERIAL HANDLER	I	02/22/2022	04/30/2022**	\$15.000	H	\$5.780		\$1.940		\$0.820		\$0.630		\$0.280		8.0		\$24.450	\$31.950		\$31.950	K	\$39.450		Holidays	Scope of Work	Travel & Subistence
#DRYWALL FINISHER			02/22/2022	09/30/2022**	\$43.630	H	\$8.850		\$8.130		\$5.070		\$0.870		\$1.020		8.0		\$67.570	\$89.380		\$89.380	L	\$111.200		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	SOUND INSTALLER		02/22/2022	11/30/2022**	\$42.170		\$8.910		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$57.970	\$79.680	Q	\$79.680	Q	\$101.400		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	INSIDE WIREMAN	P	02/22/2022	07/24/2022**	\$43.750	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$73.720	\$104.570	I	\$104.570	I	\$135.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	CABLE SPICER	P	02/22/2022	07/24/2022**	\$48.130	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$78.230	\$111.340	I	\$111.340	I	\$144.450		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	02/22/2022	07/24/2022**	\$43.750	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$73.720	\$104.570	I	\$104.570	I	\$135.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	02/22/2022	07/24/2022**	\$32.810	Q	\$10.370		\$16.640	B	\$0.000	S	\$1.100		\$0.550		8.0		\$62.450	\$87.670	I	\$87.670	I	\$112.890		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	02/22/2022	09/30/2022**	\$55.260		\$11.850		\$13.150		\$4.820	G	\$1.150		\$0.150		8.0		\$86.380	\$114.010	Q	\$114.010	Q	\$141.640		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	02/22/2022	09/30/2022**	\$51.860		\$11.850		\$13.150		\$4.650	G	\$1.150		\$0.150		8.0		\$82.810	\$108.740	Q	\$108.740	Q	\$134.670		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	U	02/22/2022	09/30/2022**	\$51.280		\$11.850		\$13.150		\$4.600	G	\$1.150		\$0.150		8.0		\$82.180	\$107.820	Q	\$107.820	Q	\$133.460		Holidays	Scope of Work	Travel & Subistence
#GLAZIER			02/22/2022	05/31/2022**	\$50.300	X	\$8.000	W	\$13.850		\$0.000	X	\$0.770		\$0.960		8.0		\$73.880	\$97.160	Y	\$97.160	Y	\$120.430		Holidays	Scope of Work	Travel & Subistence
#MARBLE FINISHER			04/22/2021	05/31/2022**	\$35.900	Z	\$2.000		\$4.270		\$0.000		\$0.840		\$0.330		8.0		\$50.400	\$68.290		\$68.290	AA	\$86.940	AC	Holidays	Scope of Work	Travel & Subistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	02/22/2022	06/30/2022**	\$32.340	Q	\$9.000		\$4.940		\$2.990		\$0.750		\$1.010		8.0		\$51.030	\$67.200	AE	\$67.200	AE	\$83.370		Holidays	Scope of Work	Travel & Subistence
#PAINTER:	INDUSTRIAL PAINTER	AD	02/22/2022	06/30/2022**	\$36.820	Q	\$9.000		\$4.940		\$3.360		\$0.850		\$1.010		8.0		\$55.970	\$74.380	AE	\$74.380	AE	\$92.760		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLASTERER			08/22/2021	08/02/2022**	\$38.860		\$9.380		\$8.020		\$6.910	AI	\$0.990		\$1.040		8.0	AI	\$65.200	\$84.630	AF	\$84.630	AK	\$104.060		Holidays	Scope of Work	Travel & Subistence
#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		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2021	08/31/2022**	\$53.830	AP	\$9.060		\$13.650	AO	\$0.000	AR	\$2.650		\$1.390	AS	8.0		\$80.580	\$106.570	Q	\$106.570	Q	\$130.940		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2021	08/31/2022**	\$40.940	AP	\$8.950		\$10.800	AO	\$0.000	AR	\$2.380		\$1.390	AS	8.0		\$64.460	\$84.010		\$84.010	AT	\$102.940		Holidays	Scope of Work	Travel & Subistence
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		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SERVICE AND REPAIR		08/22/2021	08/31/2022**	\$52.200	AP	\$9.060		\$13.340	AO	\$0.000	AR	\$1.980		\$1.390	AS	8.0		\$77.970	\$103.150		\$103.150	AW	\$126.690	AX	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2021	08/31/2022**	\$36.850	Z	\$9.060		\$13.650	AO	\$0.000	AR	\$2.040		\$1.190	AS	8.0	AT	\$62.790	\$81.210		\$81.210		\$98.280		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2021	08/31/2022**	\$16.090	Z	\$3.000		\$1.160	AO	\$0.000		\$0.100		\$0.990	AS	8.0	AT	\$21.340	\$29.390		\$29.390		\$37.430		Holidays	Scope of Work	Travel & Subistence
#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	\$88.580		\$88.580	BB	\$109.440	AC	Holidays	Scope of Work	Travel & Subistence
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	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	02/22/2022	12/31/2022**	\$41.270		\$10.990		\$15.260	BD	\$0.000		\$0.520		\$0.250		8.0		\$68.290	\$88.930		\$88.930		\$109.560		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	02/22/2022	08/31/2022**	\$50.920		\$10.990		\$17.350		\$0.000	S	\$1.600		\$0.450	BE	8.0		\$81.310	\$106.770	BG	\$106.770	BG	\$132.230		Holidays	Scope of Work	Travel & Subistence
#ROOFER			08/22/2021	07/31/2022**	\$42.070	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BL	8.0		\$61.620	\$80.630		\$80.630	BK	\$99.640		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PITCH WORK		08/22/2021	07/31/2022**	\$43.820	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BL	8.0		\$63.370	\$83.260	BK	\$83.260	BK	\$103.140		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PREPARER		08/22/2021	07/31/2022**	\$43.070	BH	\$8.560		\$9.770	E	\$0.000	BL	\$0.530		\$0.690	BL	8.0		\$62.620	\$82.130	BK	\$82.130	BK	\$101.640		Holidays	Scope of Work	Travel & Subistence
#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		Holidays	Scope of Work	Travel & Subistence
#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	Holidays	Scope of Work	Travel & Subistence
#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	Holidays	Scope of Work	Travel & Subistence
#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	Holidays	Scope of	

GENERAL PREVAILING WAGE DETERMINATION - VEN-2022-1

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
# 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	Holidays	Scope of Work	Travel & Subsistence

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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.
- 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 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.
- AM INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AN ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AO RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AP INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AR AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AS INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AT 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.
- AU PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AV INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- V SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

- AX DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- AY TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AZ INCLUDES AN AMOUNT FOR 401A PLAN.
- BA INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
- BB SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- BC RATE APPLIES TO REMAINDER OF COUNTY.
- BD INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BE RATE APPLIES TO VENTURA COUNTY EXCEPT FOR THE FOLLOWING CITIES OR COMMUNITIES: CASITAS SPRINGS, COLONIA, EL RIO, FARIA, FOSTER PARK, HOLLYWOOD BEACH, LA CONCHITA, LIVE OAK ACRES, LOCKWOOD VALLEY, MEINERS OAKS, MIRAMONTE, MONTALVO, OAK VIEW, OJAI, OXNARD, PIERPONT BAY, SAN BUENAVENTURA, SATICOX, SEACLIFF, SOLIMAR BEACH, SUMMIT, VENTURA AND WHEELER SPRINGS.
- BF AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- BG RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BH INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BI INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BJ INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BK RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
- BL INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.
- BM RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- BN 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 OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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PROJECT NAME Rose Ave.  
 CONTRACTOR Balfour Beatty  
 SUBCONTRACTOR CAM Painting

PROJECT NO. 15650001  
 CONTRACT NO. \_\_\_\_\_  
 DATE 1-2023

**HOURLY LABOR RATE WORKSHEET**

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 34.34	\$ 70.75	\$ 87.87	Use certified payroll to verify.
Fringe Benefits:	Benefit Paid / Benefit Provided (put X in appropriate box)				
Pension <sup>1</sup>	X	4.27	4.27	4.27	
Health/Welfare <sup>1</sup>	X	9.00	9.00	9.00	
Training/Certification <sup>1</sup>	X	0.75	0.75	0.75	
Vacation/Holiday <sup>1</sup>	X	2.99	2.99	2.99	
Other	X	1.01	1.01	1.01	
Fringe Benefits Subtotal		\$ 18.02	\$ 18.02	\$ 18.02	
Total PW Hourly Rate		\$ 52.36	\$ 88.77	\$ 105.89	= Base Labor Rate + Benefits Paid + Benefits Provided
Benefits Paid		\$ 9.75	\$ 9.75	\$ 9.75	
Total Paid Hourly Rate		\$ 44.09	\$ 80.50	\$ 97.62	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance <sup>2</sup>					
Medicare	0.0145	9.49	9.49	9.49	
Federal Unemployment	0.0080	2.22	2.22	2.22	
California Unemployment	0.0620	1.22	1.22	1.22	Maximum - 0.062.
Workers Compensation <sup>1</sup>	0.11	9.49	9.49	9.49	Usually less than 11%; can request policy.
Other <sup>1</sup>		16.84	16.84	16.84	
Other <sup>1</sup>		-	-	-	
Burden Subtotal		\$ 39.27	\$ 39.27	\$ 39.27	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>		<b>\$ 91.63</b>	<b>\$ 128.04</b>	<b>\$ 145.16</b>	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.  
<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 (print name)

Signature: \_\_\_\_\_

**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-2023-1

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		02/22/2023	04/30/2023	\$45.120	A	\$9.250		\$9.480		\$0.000		\$1.160	B	\$0.850		8.0	C	\$65.860	\$88.420	D	\$88.420	D	\$110.980		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		02/22/2023	04/30/2023	\$45.120	A	\$9.250		\$9.480		\$0.000		\$1.160	B	\$0.450		8.0	C	\$65.460	\$88.020	D	\$88.020	D	\$110.580		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	MASON FINISHER		02/22/2023	04/30/2023	\$40.610	A	\$9.250		\$9.480		\$0.000		\$1.110	B	\$0.450		8.0	C	\$60.900	\$81.210	D	\$81.210	D	\$101.510		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER		E	08/22/2022	06/30/2023	\$37.320		\$8.750		\$9.330	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$60.950	\$79.610		\$79.610		\$98.270		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2022	06/30/2023	\$37.770		\$8.750		\$9.330	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$61.400	\$80.290		\$80.290		\$99.170		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM, CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2023	12/31/2023	\$41.600	H	\$7.780		\$5.550		\$2.420		\$0.630		\$0.280		8.0		\$58.260	\$79.060		\$79.060	I	\$99.860		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	MATERIAL HANDLER	J	02/22/2023	12/31/2023	\$16.640	H	\$7.780		\$1.940		\$0.920		\$0.630		\$0.280		8.0		\$28.190	\$36.510		\$36.510	K	\$44.830		Holidays	Scope of Work	Travel & Subsistence
#DRYWALL FINISHER			08/22/2022	08/31/2023	\$46.280	H	\$8.850		\$8.730		\$5.070		\$0.870		\$1.020		8.0		\$70.820	\$93.960		\$93.960	L	\$117.100		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	SOUND INSTALLER		02/22/2023	06/25/2023	\$43.220		\$9.410		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$59.550	\$81.800	Q	\$81.800	Q	\$104.060		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN	P	02/22/2023	07/30/2023	\$45.860	Q	\$10.710		\$16.640	B	\$0.000	S	\$1.150		\$0.550		8.0		\$76.290	\$108.220	I	\$108.220	I	\$140.160		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	CABLE SPLICER	P	02/22/2023	07/30/2023	\$50.450	Q	\$10.710		\$16.640	B	\$0.000	S	\$1.150		\$0.550		8.0		\$81.010	\$115.320	I	\$115.320	I	\$149.620		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	02/22/2023	07/30/2023	\$45.860	Q	\$10.710		\$16.640	B	\$0.000	S	\$1.150		\$0.550		8.0		\$76.290	\$108.220	I	\$108.220	I	\$140.160		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	02/22/2023	07/30/2023	\$34.400	Q	\$10.710		\$16.640	B	\$0.000	S	\$1.150		\$0.550		8.0		\$64.480	\$90.520	I	\$90.520	I	\$116.550		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	02/22/2023	09/30/2023	\$59.510		\$12.350		\$13.150		\$5.070	G	\$1.150		\$0.150		8.0		\$91.380	\$121.140	Q	\$121.140	Q	\$150.890		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	02/22/2023	09/30/2023	\$54.860		\$12.350		\$13.150		\$4.900	G	\$1.150		\$0.150		8.0		\$86.560	\$113.990	Q	\$113.990	Q	\$141.420		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	U	02/22/2023	09/30/2023	\$54.280		\$12.350		\$13.150		\$4.850	G	\$1.150		\$0.150		8.0		\$85.930	\$113.070	Q	\$113.070	Q	\$140.210		Holidays	Scope of Work	Travel & Subsistence
#GLAZIER			02/22/2023	05/31/2023	\$53.000	V	\$8.250	W	\$14.850		\$0.000	X	\$0.770		\$0.980		8.0		\$77.850	\$101.850	Y	\$101.850	Y	\$125.850		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER			02/22/2023	05/31/2023	\$38.600	Z	\$9.000		\$4.270		\$0.000		\$0.880		\$0.410		8.0		\$53.160	\$72.460	AA	\$72.460	AA	\$97.660	AC	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	02/22/2023	06/30/2023	\$34.340	Q	\$9.000		\$5.440		\$2.990		\$0.750		\$1.010		8.0		\$53.530	\$70.700	AE	\$70.700	AE	\$87.870		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	INDUSTRIAL PAINTER	AD	02/22/2023	06/30/2023	\$30.070	Q	\$9.000		\$4.440		\$3.300		\$0.850		\$1.110		8.0		\$58.710	\$78.260	AE	\$78.260	AE	\$97.710		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AE	02/22/2023	01/31/2024	\$25.000	Z	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$35.250	\$47.750		\$47.750	K	\$60.250		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AG	02/22/2023	01/31/2024	\$17.500	Z	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$27.750	\$36.500		\$36.500	L	\$45.250		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	02/22/2023	01/31/2024	\$18.370	Z	\$8.500		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$28.620	\$37.810		\$37.810	K	\$46.990		Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2022	07/31/2023	\$40.430		\$9.380		\$9.020		\$6.940	AI	\$1.240		\$1.190		8.0	AI	\$68.200	\$88.420	AE	\$88.420	AX	\$108.630		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER		AL	08/22/2022	08/01/2023	\$41.470		\$8.750		\$10.220		\$5.300	AM	\$1.100		\$0.960		8.0		\$67.800	\$88.540	AN	\$88.540	AO	\$109.270		Holidays	Scope of Work	Travel & Subsistence
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2022	08/01/2023	\$38.920		\$8.750		\$10.220		\$5.300	AM	\$1.100		\$0.960		8.0		\$65.250	\$84.710	AN	\$84.710	AO	\$104.170		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2022	08/31/2023	\$55.180	AP	\$9.260		\$14.200	AO	\$0.000	AR	\$2.800		\$1.400	AS	8.0		\$82.840	\$109.510	Q	\$109.510	Q	\$134.520		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2022	08/31/2023	\$42.290	AP	\$9.150		\$11.350	AO	\$0.000	AR	\$2.530		\$1.400	AS	8.0		\$66.720	\$86.940		\$86.940	AT	\$106.530		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AU	08/22/2022	08/31/2023	\$20.880	AV	\$9.400		\$0.380		\$0.000		\$1.610		\$1.250	AS	8.0		\$33.520	\$43.040		\$43.040	AI	\$52.550		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SERVICE AND REPAIR		08/22/2022	08/31/2023	\$53.510	AP	\$9.260		\$13.890	AO	\$0.000	AR	\$2.130		\$1.400	AS	8.0		\$80.190	\$106.020		\$106.020	AW	\$130.200	AX	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2022	08/31/2023	\$38.200	Z	\$9.260		\$14.200	AO	\$0.000	AR	\$2.190		\$1.200	AS	8.0	AT	\$65.050	\$84.150		\$84.150		\$101.870		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2022	08/31/2023	\$16.670	Z	\$3.000		\$1.160	AO	\$0.000		\$0.100		\$1.000	AS	8.0	AT	\$21.930	\$30.270		\$30.270		\$38.600		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	REFRIGERATION SERVICE HVACR		02/22/2023	09/03/2023	\$47.760	H	\$9.260		\$8.050	AZ	\$0.000	S	\$1.580		\$0.880	BA	8.0		\$67.530	\$91.410		\$91.410	BB	\$112.940	AC	Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	REFRIGERATION SERVICE TRADESMAN HVACR		02/22/2023	09/03/2023	\$15.880	H	\$9.260		\$0.530		\$0.000	S	\$1.580		\$0.880	BA	8.0		\$28.130	\$36.070		\$36.070	BB	\$43.820	AC	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	02/22/2023	12/31/2023	\$43.250		\$11.450		\$15.360	BD	\$0.000		\$0.520		\$0.250		8.0		\$70.830	\$92.460		\$92.460		\$114.080		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	02/22/2023	08/31/2023	\$52.610		\$11.450		\$18.200		\$0.000	S	\$1.600		\$0.450	BE	8.0		\$84.310	\$110.620	BG	\$110.620	BG	\$136.920		Holidays	Scope of Work	Travel & Subsistence
#ROOFER			08/22/2022	07/31/2023	\$43.470	BH	\$8.560		\$10.370	F	\$0.000	BI	\$0.530		\$0.690	BI	8.0		\$63.620	\$83.330	BK	\$83.330	BK	\$103.040		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PITCH WORK		08/22/2022	07/31/2023	\$45.220	BH	\$8.560		\$10.370	F	\$0.000	BI	\$0.530		\$0.690	BI	8.0		\$65.370	\$85.960	BK	\$85.960	BK	\$106.540		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PREPARER		08/22/2022	07/31/2023	\$44.470	BH	\$8.560		\$10.370	F	\$0.000	BI	\$0.600		\$0.690	BI	8.0		\$64.620	\$84.830	BK	\$84.830	BK	\$105.040		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			08/22/2022	07/31/2023	\$50.660	H	\$10.600		\$20.520	BL	\$0.000	S	\$1.730		\$1.330		8.0	AT	\$84.840	\$110.170	BM	\$110.170	BM	\$135.500		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER			02/22/2023	08/31/2023	\$38.370	H	\$9.000		\$4.350		\$0.000	S	\$0.780		\$0.290		8.0	AT	\$52.790	\$71.980	BA	\$71.980	BN	\$91.160	AC	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER			02/22/2023	08/31/2023	\$46.490	H	\$9.000		\$4.610		\$0.000	S	\$1.050		\$0.350		8.0	AT	\$61.500	\$84.750	BA	\$84.750	BN	\$107.				

GENERAL PREVAILING WAGE DETERMINATION - VEN-2023-1

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
#TILE FINISHER			02/22/2023	05/31/2023**	\$33.170	Z	\$9.000		\$2.750		\$0.000		\$0.810		\$0.370		8.0		\$46.100	\$62.690	AA	\$62.690	AB	\$79.270	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE LAYER			02/22/2023	05/31/2023**	\$46.030	Z	\$9.000		\$8.350		\$0.000		\$1.000		\$0.470		8.0		\$64.850	\$87.870	AA	\$87.870	AB	\$110.880	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 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 THOUGH 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 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.
- AM INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AN ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AO RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AP INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AR AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AS INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AT 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.
- AU PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AV INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

- AV AV SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
  - AX DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
  - AY TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
  - AZ INCLUDES AN AMOUNT FOR 401A PLAN.
  - BA INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
  - BB SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
  - BC RATE APPLIES TO REMAINDER OF COUNTY.
  - BD INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
  - BE RATE APPLIES TO VENTURA COUNTY EXCEPT FOR THE FOLLOWING CITIES OR COMMUNITIES: CASITAS SPRINGS, COLONIA, EL RIO, FARIA, FOSTER PARK, HOLLYWOOD BEACH, LA CONCHITA, LIVE OAK ACRES, LOCKWOOD VALLEY, MEINERS OAKS, MIRAMONTE, MONTALVO, OAK VIEW, OJAI, OXNARD, PIERPONT BAY, SAN BUENAVENTURA, SATICOY, SEACLIFF, SOLIMAR BEACH, SUMMIT, VENTURA AND WHEELER SPRINGS.
  - BF AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
  - BG RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
  - BH INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
  - BI INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
  - BJ INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
  - BK RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
  - BL INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.
  - BM RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
  - BN 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 OTHER TIME IS PAID AT THE HOLIDAY RATE.
- RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
- TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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PROJECT NAME **Rose Ave.**  
 CONTRACTOR **Balfour Beatty**  
 SUBCONTRACTOR **CAM Painting**

PROJECT NO. **15650001**  
 CONTRACT NO. \_\_\_\_\_  
 DATE **1-2024**

**HOURLY LABOR RATE WORKSHEET**

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

Item	Rate Per \$100	Prevailing Wage Rate			Notes													
		Regular Time	Overtime	Double Time														
Base Labor Rate		\$ 36.44	\$ 74.25	\$ 92.47	Use certified payroll to verify.													
Fringe Benefits: <table border="1" style="width: 100px; margin-left: 20px;"> <tr> <td style="width: 50px;">Benefit Paid</td> <td style="width: 50px;">Benefit Provided</td> </tr> <tr> <td colspan="2" style="text-align: center;">(put X in appropriate box)</td> </tr> <tr> <td>Pension <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Health/Welfare <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Training/Certification <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Vacation/Holiday <sup>1</sup></td> <td style="text-align: center;">X</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">X</td> </tr> </table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		Pension <sup>1</sup>	X	Health/Welfare <sup>1</sup>	X	Training/Certification <sup>1</sup>	X	Vacation/Holiday <sup>1</sup>	X	Other	X				
	Benefit Paid	Benefit Provided																
	(put X in appropriate box)																	
	Pension <sup>1</sup>	X																
	Health/Welfare <sup>1</sup>	X																
	Training/Certification <sup>1</sup>	X																
	Vacation/Holiday <sup>1</sup>	X																
Other	X																	
Pension <sup>1</sup>		5.64	5.64	5.64														
Health/Welfare <sup>1</sup>		9.20	9.20	9.20														
Training/Certification <sup>1</sup>		0.75	0.75	0.75														
Vacation/Holiday <sup>1</sup>		2.99	2.99	2.99														
Other		1.01	1.01	1.01														
Fringe Benefits Subtotal		\$ 19.59	\$ 19.59	\$ 19.59														
Total PW Hourly Rate		\$ 56.03	\$ 93.84	\$ 112.06	= Base Labor Rate + Benefits Paid + Benefits Provided													
Benefits Paid		\$ 9.95	\$ 9.95	\$ 9.95														
Total Paid Hourly Rate		\$ 46.39	\$ 84.20	\$ 102.42	= Base Labor Rate + Benefits Paid													
Burden: Taxes & Insurance <sup>2</sup>																		
Medicare	0.0145	10.70	10.70	10.70														
Federal Unemployment	0.0080	3.33	3.33	3.33														
California Unemployment	0.0620	1.84	1.84	1.84	Maximum - 0.062.													
Workers Compensation <sup>1</sup>	0.11	14.24	14.24	14.24	Usually less than 11%; can request policy.													
Other <sup>1</sup>		25.26	25.26	25.26														
Other <sup>1</sup>		-	-	-														
Burden Subtotal		\$ 55.36	\$ 55.36	\$ 55.36														
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC													
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC													
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC													
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>		<b>\$ 111.39</b>	<b>\$ 149.20</b>	<b>\$ 167.42</b>	= Amount Contractor paid to employee													

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 (print name)

Signature: \_\_\_\_\_

**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-2024-1

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		02/22/2024	04/30/2024	\$47.200	A	\$9.250		\$9.480		\$0.000		\$1.180	B	\$0.850		8.0	C	\$67.960	\$91.560	D	\$91.560	D	\$115.160		Holidays	Scope of Work	Travel & Subistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		02/22/2024	04/30/2024	\$47.200	A	\$9.250		\$9.480		\$0.000		\$1.180	B	\$0.450		8.0	C	\$67.560	\$91.160	D	\$91.160	D	\$114.760		Holidays	Scope of Work	Travel & Subistence
#BRICKLAYER:	MASON FINISHER		02/22/2024	04/30/2024	\$42.480	A	\$9.250		\$9.480		\$0.000		\$1.130	B	\$0.450		8.0	C	\$62.790	\$84.030	D	\$84.030	D	\$105.270		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER		E	08/22/2023	06/30/2024	\$39.530		\$8.950		\$9.470	E	\$4.400	G	\$0.750		\$0.450		8.0	C	\$63.550	\$83.320		\$83.320		\$103.080		Holidays	Scope of Work	Travel & Subistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2023	06/30/2024	\$39.980		\$8.950		\$9.470	E	\$4.400	G	\$0.750		\$0.450		8.0	C	\$64.000	\$83.990		\$83.990		\$103.980		Holidays	Scope of Work	Travel & Subistence
#CARPET, LINOLEUM, CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2024	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	02/22/2024	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			08/22/2023	08/31/2024	\$47.880	H	\$8.850		\$10.230		\$5.070		\$0.920		\$1.120		8.0		\$74.070	\$98.010		\$98.010	Q	\$121.950		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	SOUND INSTALLER		02/22/2024	06/30/2024	\$44.770		\$10.960		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$62.690	\$85.750	Q	\$85.750	Q	\$108.810		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	INSIDE WIREMAN	P	02/22/2024	07/28/2024	\$48.240	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$79.100	\$112.270	I	\$112.270	I	\$145.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	CABLE SPLICER	P	02/22/2024	07/28/2024	\$53.060	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$84.060	\$119.710	I	\$119.710	I	\$155.350		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN	P	02/22/2024	07/28/2024	\$48.240	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$79.100	\$112.270	I	\$112.270	I	\$145.430		Holidays	Scope of Work	Travel & Subistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN	P	02/22/2024	07/28/2024	\$36.180	Q	\$10.970		\$16.640	B	\$0.000	S	\$1.250		\$0.550		8.0		\$66.680	\$93.640	I	\$93.640	I	\$120.590		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	U	02/22/2024	09/30/2024	\$61.510		\$12.850		\$14.650		\$5.070	G	\$1.150		\$0.150		8.0		\$95.380	\$126.140	Q	\$126.140	Q	\$156.890		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	U	02/22/2024	09/30/2024	\$55.860		\$12.850		\$14.650		\$4.900	G	\$1.150		\$0.150		8.0		\$89.560	\$117.490	Q	\$117.490	Q	\$145.420		Holidays	Scope of Work	Travel & Subistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	U	02/22/2024	09/30/2024	\$55.280		\$12.850		\$14.650		\$4.850	G	\$1.150		\$0.150		8.0		\$88.930	\$116.570	Q	\$116.570	Q	\$144.210		Holidays	Scope of Work	Travel & Subistence
#GLAZIER		W	08/22/2023	05/31/2024	\$55.500	V	\$8.700	W	\$15.550		\$0.000	X	\$0.770		\$1.180		8.0		\$81.700	\$106.950	Y	\$106.950	Y	\$132.200		Holidays	Scope of Work	Travel & Subistence
#MARBLE FINISHER			02/22/2024	05/31/2024	\$40.210		\$9.250		\$5.020		\$0.000		\$1.010		\$0.450		8.0		\$59.040	\$76.060	AA	\$76.060	AA	\$96.450	AA	Holidays	Scope of Work	Travel & Subistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	02/22/2024	06/30/2024	\$36.440	Q	\$9.200		\$5.640		\$2.990		\$0.750		\$1.010		8.0		\$56.030	\$74.250	AE	\$74.250	AE	\$92.470		Holidays	Scope of Work	Travel & Subistence
#PAINTER:	INDUSTRIAL PAINTER	AD	02/22/2024	06/30/2024	\$41.420	Q	\$9.200		\$5.640		\$3.390		\$0.850		\$1.140		8.0		\$61.470	\$82.180	AE	\$82.180	AE	\$102.360		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	\$8.500		\$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	\$8.500		\$1.000		\$1.000		\$0.750		\$0.000		8.0		\$30.750	\$40.500		\$40.500	L	\$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	\$8.500		\$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			08/22/2023	07/31/2024	\$42.430		\$9.630		\$9.620		\$7.090	AI	\$1.490		\$1.190		8.0	AI	\$71.450	\$92.670	AE	\$92.670	AE	\$113.880		Holidays	Scope of Work	Travel & Subistence
#PLASTER TENDER		AL	02/22/2024	08/06/2024	\$43.620		\$8.950		\$11.020		\$5.300	AM	\$1.150		\$0.960		8.0		\$71.000	\$92.810	AN	\$92.810	AO	\$114.620		Holidays	Scope of Work	Travel & Subistence
PLASTER TENDER	PLASTER CLEAN-UP LABORER		02/22/2024	08/06/2024	\$41.070		\$8.950		\$11.020		\$5.300	AM	\$1.150		\$0.960		8.0		\$68.450	\$88.990	AN	\$88.990	AO	\$109.520		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2023	08/31/2024	\$57.180	AP	\$9.260		\$14.300	AO	\$0.000	AR	\$2.950		\$1.500	AS	8.0		\$85.190	\$112.860	Q	\$112.860	Q	\$138.820		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2023	08/31/2024	\$44.290	AP	\$9.150		\$11.450	AO	\$0.000	AR	\$2.680		\$1.500	AS	8.0		\$69.070	\$90.290		\$90.290	AT	\$110.830		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AU	08/22/2023	08/31/2024	\$21.850	AV	\$9.400		\$0.380		\$0.000		\$1.760		\$1.350	AS	8.0		\$34.740	\$44.740		\$44.740	AI	\$54.740		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	SERVICE AND REPAIR		08/22/2023	08/31/2024	\$55.450	AP	\$9.260		\$13.990	AO	\$0.000	AR	\$2.280		\$1.500	AS	8.0		\$82.480	\$109.280		\$109.280	AW	\$134.380	AX	Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2023	08/31/2024	\$40.200	Z	\$9.260		\$14.300	AO	\$0.000	AR	\$2.340		\$1.300	AS	8.0		\$67.400	\$87.500		\$87.500	AT	\$106.170		Holidays	Scope of Work	Travel & Subistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2023	08/31/2024	\$18.990	Z	\$3.000		\$1.160	AO	\$0.000		\$0.100		\$1.100	AS	8.0		\$23.950	\$33.250		\$33.250	AT	\$42.540		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	REFRIGERATION SERVICE HVACR		02/22/2024	08/31/2024	\$49.110	H	\$9.260		\$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)	BC	02/22/2024	12/31/2024	\$45.310		\$11.910		\$15.460	BD	\$0.000		\$0.540		\$0.250		8.0		\$73.470	\$96.130		\$96.130		\$118.780		Holidays	Scope of Work	Travel & Subistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	02/22/2024	08/31/2024	\$54.300		\$11.910		\$19.050		\$0.000	S	\$1.600		\$0.450	BE	8.0		\$87.310	\$114.460	BG	\$114.460	BG	\$141.610		Holidays	Scope of Work	Travel & Subistence
#ROOFER			02/22/2024	07/31/2024	\$46.020	BH	\$8.560		\$10.900	E	\$0.000	BI	\$0.530		\$0.690	BI	8.0		\$66.700	\$87.560	BK	\$87.560	BK	\$108.420		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PITCH WORK		02/22/2024	07/31/2024	\$47.770	BH	\$8.560		\$10.900	E	\$0.000	BI	\$0.530		\$0.690	BI	8.0		\$68.450	\$90.190	BK	\$90.190	BK	\$111.920		Holidays	Scope of Work	Travel & Subistence
#ROOFER	PREPARER		02/22/2024	07/31/2024	\$47.020	BH	\$8.560		\$10.900	E	\$0.000	BI	\$0.690		\$0.690	BI	8.0		\$67.700	\$89.060	BK	\$89.060	BK	\$110.420		Holidays	Scope of Work	Travel & Subistence
#SHEET METAL WORKER (HVAC)			02/22/2024	07/31/2024	\$52.810	H	\$10.850		\$20.670	BL	\$0.000	S	\$1.830		\$1.430		8.0	AT	\$87.590	\$114.000	BM	\$114.000	BM	\$140.400		Holidays	Scope of Work	Travel & Subistence
#TERRAZZO FINISHER			08/22/2023	08/31/2024	\$39.950	H	\$9.250		\$4.600		\$0.000	S	\$0.800		\$0.300		8.0	AT	\$54.900	\$74.880	BA	\$74.880	BN	\$94.850	AC	Holidays	Scope of Work	Travel & Subistence
#TERRAZZO WORKER			08/22/2023	08/31/2024	\$47.850	H	\$9.250		\$4.860		\$0.000	S	\$1.030		\$0.360		8.0	AT	\$63.350	\$87.280	BA	\$87.280	BN					

GENERAL PREVAILING WAGE DETERMINATION - VEN-2024-1

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
#TILE FINISHER			02/22/2024	05/31/2024**	\$34.780	Z	\$9.250		\$3.500		\$0.000		\$0.940		\$0.410		8.0		\$48.880	\$66.270	AA	\$66.270	AB	\$83.660	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE LAYER			02/22/2024	05/31/2024**	\$48.290	Z	\$9.250		\$8.850		\$0.000		\$1.130		\$0.510		8.0		\$68.030	\$92.180	AA	\$92.180	AB	\$116.320	AC	Holidays	Scope of Work	Travel & Subsistence

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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 THOUGH 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.
- AM INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AN ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AO RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AP INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AR AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AS INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AT 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.
- AU PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AV INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

- AV AV SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
  - AX DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
  - AY TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
  - AZ INCLUDES AN AMOUNT FOR 401A PLAN.
  - BA INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
  - BB SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
  - BC RATE APPLIES TO REMAINDER OF COUNTY.
  - BD INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
  - BE RATE APPLIES TO VENTURA COUNTY EXCEPT FOR THE FOLLOWING CITIES OR COMMUNITIES: CASITAS SPRINGS, COLONIA, EL RIO, FARIA, FOSTER PARK, HOLLYWOOD BEACH, LA CONCHITA, LIVE OAK ACRES, LOCKWOOD VALLEY, MEINERS OAKS, MIRAMONTE, MONTALVO, OAK VIEW, OJAI, OXNARD, PIERPONT BAY, SAN BUENAVENTURA, SATICOY, SEACLIFF, SOLIMAR BEACH, SUMMIT, VENTURA AND WHEELER SPRINGS.
  - BF AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
  - BG RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
  - BH INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
  - BI INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
  - BJ INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
  - BK RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
  - BL INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.
  - BM RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
  - BN 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 OTHER TIME IS PAID AT THE HOLIDAY RATE.
- RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
- TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

[Return to main page](#)



























Activity ID	Activity Name	Orig Duration	Start	Finish	Calendar	2021												2022												2023												2024												
						A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S							
<b>Exterior Playcourts Phase 1</b>			9	20-Oct-22	01-Nov-22	5P																																																
H1050	Playcourts Phase 1 - Grading		4	20-Oct-22	25-Oct-22	5P																																																
H1240	Playcourts Phase 1 - Base		2	26-Oct-22	27-Oct-22	5P																																																
H1260	Playcourts Phase 1 - Paving		2	28-Oct-22	31-Oct-22	5P																																																
H1380	Playcourts Phase 1 - Temp Striping		1	01-Nov-22	01-Nov-22	5P																																																
<b>Landscape</b>			198	22-Jul-22	02-May-23																																																	
<b>Bldg A Landscaping</b>			16	12-Sep-22	03-Oct-22	5P																																																
LA1000	Bldg A - Irrigation		5	12-Sep-22	16-Sep-22	5P																																																
LA1030	Bldg A - Soil Amendments		3	19-Sep-22	21-Sep-22	5P																																																
LA1040	Bldg A - Planting		8	22-Sep-22	03-Oct-22	5P																																																
<b>Bldg B Landscaping</b>			13	10-Oct-22	26-Oct-22	5P																																																
LA1010	Bldg B - Irrigation		5	10-Oct-22	14-Oct-22	5P																																																
LA1070	Bldg B - Soil Amendments		2	17-Oct-22	18-Oct-22	5P																																																
LA1080	Bldg B - Planting		6	19-Oct-22	26-Oct-22	5P																																																
<b>Bldg C South Landscaping</b>			17	02-Nov-22	28-Nov-22	5P																																																
LA1090	Bldg C South - Irrigation		5	02-Nov-22	08-Nov-22	5P																																																
LA1050	Bldg C South - Soil Amendments		4	09-Nov-22	14-Nov-22	5P																																																
LA1060	Bldg C South - Planting		8	15-Nov-22	28-Nov-22	5P																																																
<b>Bldg C North Landscaping</b>			15	09-Nov-22	01-Dec-22	5P																																																
LA1100	Bldg C North - Irrigation		5	09-Nov-22	15-Nov-22	5P																																																
LA1110	Bldg C North - Soil Amendments		2	16-Nov-22	17-Nov-22	5P																																																
LA1120	Bldg C North - Planting		8	18-Nov-22	01-Dec-22	5P																																																
<b>East Parking Lot Landscaping</b>			20	22-Jul-22	18-Aug-22	5P																																																
LA1020	East Parking Lot - Landscape & Irrigation		20	22-Jul-22	18-Aug-22	5P																																																
<b>Punchlist &amp; Close-Out</b>			80	11-Jan-23	02-May-23																																																	
A1480	Phase 1 - Landscape Punchlist		10	11-Jan-23	25-Jan-23	5P																																																
A1530	Phase 1 - 90-Day Maintenance Period		90	26-Jan-23	25-Apr-23	7P																																																
A1540	Phase 1 - Final Inspection & Corrections		5	26-Apr-23	02-May-23	5P																																																
A1550	Phase 1 - Landscape Completion - [FM]		0		02-May-23	5P																																																
<b>Parking Lot Construction</b>			149	20-Jun-22	22-Jan-23																																																	
<b>East Parking Lot</b>			112	20-Jun-22	28-Nov-22																																																	
EPL-1000	East Parking Lot - Relocate K-Rail, Lunch Shelter, & CLF		1	20-Jun-22*	20-Jun-22	6P																																																
EPL-1130	East Parking Lot - Remove Fire Lane Base / Rough Grade		5	21-Jun-22	27-Jun-22	5p																																																
EPL-1040	East Parking Lot - Irrigation Sleeves		2	28-Jun-22	29-Jun-22	6P																																																
EPL-1020	East Parking Lot - Construct Light Post Bases		5	28-Jun-22	05-Jul-22	5p																																																
EPL-1030	East Parking Lot - Lighting Pathways		2	06-Jul-22	07-Jul-22	5p																																																
EPL-1050	East Parking Lot - Storm Drain Line (Storm-Tech to City)		5	08-Jul-22	13-Jul-22	6P																																																
EPL-1060	East Parking Lot - Curb & Gutter		10	08-Jul-22	19-Jul-22	6P																																																
EPL-1120	East Parking Lot - Backfill Curb Cuts and Islands		2	20-Jul-22	21-Jul-22	5p																																																
EPL-1070	East Parking Lot - Pervious Concrete Stalls		10	20-Jul-22	30-Jul-22	6P																																																
EPL-1140	East Parking Lot - Finish Grading		3	22-Jul-22	26-Jul-22	5p																																																
EPL-1080	East Parking Lot - Base, Paving & Temp Striping		5	01-Aug-22	05-Aug-22	6P																																																

- █ Playcourts Phase 1 - Grading
- | Playcourts Phase 1 - Base
- | Playcourts Phase 1 - Paving
- | Playcourts Phase 1 - Temp Striping
- █ Bldg A - Irrigation
- | Bldg A - Soil Amendments
- █ Bldg A - Planting
- █ Bldg B - Irrigation
- | Bldg B - Soil Amendments
- █ Bldg B - Planting
- █ Bldg C South - Irrigation
- | Bldg C South - Soil Amendments
- █ Bldg C South - Planting
- █ Bldg C North - Irrigation
- | Bldg C North - Soil Amendments
- █ Bldg C North - Planting
- █ East Parking Lot - Landscape & Irrigation
- █ Phase 1 - Landscape Punchlist
- █ Phase 1 - 90-Day Maintenance Period
- █ Phase 1 - Final Inspection & Corrections
- ◆ Phase 1 - Landscape Completion - [FM]
- | East Parking Lot - Relocate K-Rail, Lunch Shelter, & CLF
- █ East Parking Lot - Remove Fire Lane Base / Rough Grade
- | East Parking Lot - Irrigation Sleeves
- █ East Parking Lot - Construct Light Post Bases
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- | East Parking Lot - Backfill Curb Cuts and Islands
- █ East Parking Lot - Pervious Concrete Stalls
- | East Parking Lot - Finish Grading
- █ East Parking Lot - Base, Paving & Temp Striping

Project ID: RoseK5-1-2-2-1-1  
 Start Date: 02-Feb-21  
 Finish Date: 26-Sep-23

- █ Level of Effort / Summary Bar
- █ Actual Work
- █ Planned Tasks
- ◆ Milestone



**Rose Avenue Elementary School**  
**Bid Schedule (Addenda 6C)**







## Carbajal, Filbert

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**From:** CAM Painting, Inc. <campainting@sbcglobal.net>  
**Sent:** Wednesday, July 16, 2025 07:54  
**To:** Alamillo, Rafael  
**Cc:** Carbajal, Filbert; Garcia, Alex; Kuykendall, Dennis; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: Rose Ave. CE#365 / CDR 209 - FINAL REQUEST

In respond to your response below concerning the classification of administrative costs and the assertion regarding CAM Painting’s status on the project.

We respectfully reiterate that **not all administrative costs are indirect or non-compensable**. Under **California public works law and supporting case law**, costs incurred to maintain active compliance with contractual requirements—**due to project delays**—may be recoverable, provided they are:

- **Directly tied to delay events**, and
- **Necessary to keep the contractor’s scope active**, even if fieldwork is paused or slowed.

Specifically, costs associated with **certified payroll reporting, proposal preparation, coordination meetings, submittal revisions, field documentation, safety compliance, and schedule coordination** when extended **solely due to owner- or general contractor-caused delays** qualify as **direct, actual, and unavoidable costs**.

These are not discretionary overhead activities. They are **required by law and contract**, and often involve the direct involvement of project management, labor compliance staff, and consultants. For example:

- **Certified payroll** must be submitted weekly as long as any portion of the contractor’s work remains open or pending.
- **Updated submittals and revised proposals** are necessary when delays shift work into new seasons, change material availability, or require re-approval.
- **Coordination meetings and compliance communications** must continue even during standstill periods to protect overall project schedule and scope alignment.

### **Regarding the characterization of abandonment:**

We **strongly object to the assertion that CAM Painting “abandoned the project.”** Our departure in **July 2024** was the result of repeated and documented notice to the General Contractor, citing:

- Ongoing unresolved change directives,

- Delays caused by preceding trades interfering with our access, and
- A lack of timely direction regarding final coatings and anti-graffiti finish approvals.

At the time of our departure, **CAM Painting had completed all base contract work back in 2023**. Any work performed during **July 2024** was conducted under **approved or pending change orders**, representing **additional scope beyond our original contract obligations**. This statement is invalid and is rejected, in fact the only ones who abandoned the project was Balfour & the owner.

As for the balance of the contract, please be advised that multiple submitted invoices were rejected without really not an explanation as all work was completed and you were only wanted me to partially bill, despite CAM Painting being fully compliant with all contractual and administrative requirements at the time of submission.

CAM Painting will pursue interest and penalties for improper withholding of payment under California Public Contract Code §7107 and §10262.5, which provide statutory protections against unjustified payment delays on public works projects.

#### **Regarding Project Duration and Delay:**

Lastly, please be advised that the delays experienced on this project were **not typical or incidental**. We are not referring to minor schedule adjustments — this project has faced **cumulative delays spanning nearly three (3) years**.

Under **California Public Contract Code §7102**, when delays are **unreasonable, extensive, and not caused by the contractor**, the contractor is entitled to **equitable adjustment** for damages incurred, including extended overhead, labor, equipment, and other direct costs necessary to remain ready and responsive to project requirements.

These prolonged delays had a material impact on CAM Painting's operations, scheduling, and cost structure. Any attempt to treat these delays as routine or non-compensable under standard provisions of the contract is **inconsistent with both the facts and California public works law**.

We will continue to pursue our rights under the applicable statutes and contract terms and will include this extended delay period in our claim.

It is critical to note that **this project is governed not only by the contract between both parties, but also by binding provisions of the California Public Contract Code**.

The repeated rejection of valid claims, the issuance of **misleading notices**, and the **failure to acknowledge the clear and documented realities of this project** suggest an approach that goes far beyond the bounds of fair contract administration.

To be direct, the actions taken to date reflect a pattern of conduct that **appears to disregard California public works law** and creates **an unfair and disproportionate burden on a small business subcontractor**. This is not simply a dispute over interpretation — it reflects a broader issue of **power imbalance**, where our company is being effectively **pressured and marginalized** through procedural technicalities and selective acknowledgment of

facts. Contrary to the suggestion that the project proceeded smoothly, the **record shows years of extended delays, inconsistent directives, and lack of timely approvals** — all of which materially impacted our ability to perform efficiently and predictably. To now attempt to retroactively assign responsibility to CAM Painting or deny rightful compensation **is not only legally unsupported but factually inaccurate.**

We urge Balfour Beatty to consider the **totality of the project's history, the governing statutes under California law, and the importance of equitable treatment**, especially when engaging with small and disadvantaged business entities who have acted in good faith from day one.

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

Change Order Request #: 391  
 Date: 6-10-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 384 – CDR391 – ASI 042 La Puerta &amp; Driskill Corner - Handrail</p> <p>Provide and install guardrail at the corner of the site per attached ASI 042-A1. The subcontractor will detail the new guardrail design and prepare shop drawings for production. The railing will be fabricated, including closing the weep holes after galvanizing and prior to powder coating.</p>	<p>\$ 31,705.00</p>
--	---------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: [Signature]

Date: 2025-06-10

Date: \_\_\_\_\_

Date: 6/10/25

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Contingency</b> <b>Draw</b> <b>Request (CDR)</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

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 200 East Driskill St.  
 Oxnard, CA 93030

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--	---------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez  
 Date: 2025-06-10

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: [Signature]  
 Date: 6/10/25

Ramirez

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	6-10-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 384 – CDR 391 – ASI 042 La Puerta & Driskill Corner - Handrail

Provide and install guardrail at the corner of the site per attached ASI 042-A1. The subcontractor will detail the new guardrail design and prepare shop drawings for production. The railing will be fabricated, including closing the weep holes after galvanizing and prior to powder coating.

<b>A. Subcontractor's Cost</b>			
Ironman	\$	28,984.35	
Insurance @ 1%	\$	292.77	
		<b>Subtotal B: \$</b>	<b>29,277.12</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	1,463.86	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>1,463.86</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>317.05</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>317.05</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>329.73</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>31,705.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-06-10
Print Name & Title (General Contractor)	Signature	Date

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980

Date : 6/9/2025  
Page 1 of 1  
**CO #: 35**  
Job #: 185  
Rose K-5

Job Location: Oxnard, CA

## Change Order Request

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**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

ASI 042 - Added Guardrail at Corner, Galv + Powder Coat

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

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Per the request of the general contractor and ASI 042, Ironman, Inc. will proceed with changes as indicated in the attached backup documents.

Total cost of this COR: \$28,984.00

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The change will cause an increase of \$28,984.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

\_\_\_\_\_  
Accepted By

*Ore Dagan*  
\_\_\_\_\_  
Ironman, Inc.



Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980

Job Name: **Rose K-5**  
Address: 220 S. Driskill St.  
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
IMN COR # **035**  
BBC PCO #:

Attn: **Rafael Alamillo**  
Date: **6/9/2025**

**Ironman CO #035 - ASI042 - Added Steel Rail at Corner of Street**

ACTIVITY DESCRIPTION	DATA			Detailing			Shop Labor			Field Labor			Foreman Labor						
	Detail	Qty.	Unit	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	
<b>Added Work:</b>																			
- Addition of Steel rail per ASI 042		1.0	EA	6	\$ 88.00	\$ 528	40.00	40	\$ 83.00	\$ 3,320	96.00	96	\$ 145.60	\$ 13,978	0.00	-	\$ 158.00	\$ -	
		0.0	EA	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 145.60	\$ -	0.00	-	\$ 158.00	\$ -	
		0.0	EA	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 145.60	\$ -	0.00	-	\$ 158.00	\$ -	
<b>Totals:</b>				<b>6</b>		<b>\$528</b>		<b>40</b>		<b>\$3,320</b>		<b>96</b>		<b>\$13,978</b>					<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR ASI 042: ADDED SIX DETAILING HOURS TO DETAIL THE NEW RAILS AND CREATE OUR SHOP DRAWING FOR PRODUCTION (NO ERECTION DRAWING IS BEING MADE FOR THIS). ADDED TWO DAYS FOR TWO MEN TO FABRICATE THE RAILING (32 SHOP HOURS) AND FOUR HOURS FOR TWO MEN TO CLOSE THE WEEP HOLES IN THE RAILS AFTER GALVANIZING AND PRIOR TO POWDER COATING (8 SHOP HOURS). TOTAL SHOP HOURS = 40 SHOP HOURS. ADDED FIELD TIME FOR INITIAL FIELD MEASURING - 3 MEN, 1 DAY. RAILS WOULD THEN GET FABRICATED. ADDED FIELD TIME FOR FIT-UP PRIOR TO GALVANIZING - 3 MEN, 1 DAY. ADDED FIELD TIME FOR FIT-UP PRIOR TO POWDER COATING - 3 MEN, 1 DAY. ADDED FIELD HOURS IS FOUR DAYS FOR THREE MEN = 96 TOTAL HOURS.

**MAIN PAGE**

	TOTAL Costs
Overhead Cranes (No Charge)	\$0.00
Flame Cutting System (\$.74/Hr.)	\$0.00
Propelyne (\$8.45/Lb.)	\$0.00
Oxygen (\$1.45/Lb.)	\$0.00
Wire Brushes (\$4.39 ea.)	\$0.00
Wire Cups (\$28.59 ea.)	\$0.00
Grinder Wheels (\$6.19 ea.)	\$0.00
Ford F550 (\$45.20/Hr.) RIG	\$361.60
Welding Wire (\$6.63/Lb.)	\$0.00
Welding Rod (\$8.16/Lb.)	\$0.00
Magnetic Drill (\$32.16/Hr.)	\$0.00
Compressor/Generator (\$8.76/Hr.)	\$70.08
LN-25 Wire Feeder (\$11.12/Hr.)	\$0.00
<b>TOTAL Costs for 2 Field Days</b>	<b>\$863.36</b>

**MAIN PAGE**

	QTY	SHOP	FIELD	TOTAL Costs
Hilti KB-TZ2 SS316 1/2x3-3/4" @ Box of 20	1	\$711.18	\$0.00	\$711.18
1-1/4" Dia. Std. Pipe (Sch. 40) @ 21'	4	\$136.33	\$0.00	\$545.33
Steel Flat Bar 1/4" x 4" @ 20'	1	\$175.91	\$0.00	\$175.91
Steel 90 Deg. Elbows	2	\$15.88	\$0.00	\$31.76
Hot Dip Galvanizing of Rails (Min. Charge)	1	\$650.00	\$0.00	\$650.00
Delivery to/from Galvanizer	2	\$475.00	\$0.00	\$950.00
Powder Coating of Rails	1	\$1,680.00	\$0.00	\$1,680.00
Delivery to/from Powder Coater	2	\$475.00	\$0.00	\$950.00
Delivery to Jobsite	1	\$0.00	\$375.00	\$375.00
				\$6,069.18



**IBI GROUP**  
 333 S. Hope St, Suite C-200  
 Los Angeles, CA 90071

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	42
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	06/03/2025
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 521 N. 1 <sup>st</sup> Avenue Arcadia, CA 91006	<b>ARCHITECT:</b>	Arcadis / IBI Group 333 S. Hope St., Suite C-200 Los Angeles, CA 90071
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

- 1) **Reference** RFI 591  
**Provide** Guardrail at corner of the site, per attached **ASI 042-A1**.

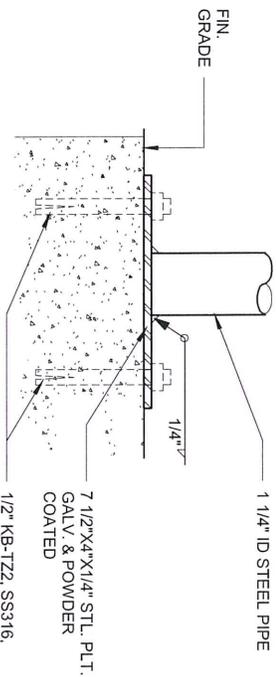
**Attachments:** **ASI042-A1**

ISSUED:  
 IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

By:   Ruben R                     Date:   06/03/2025          

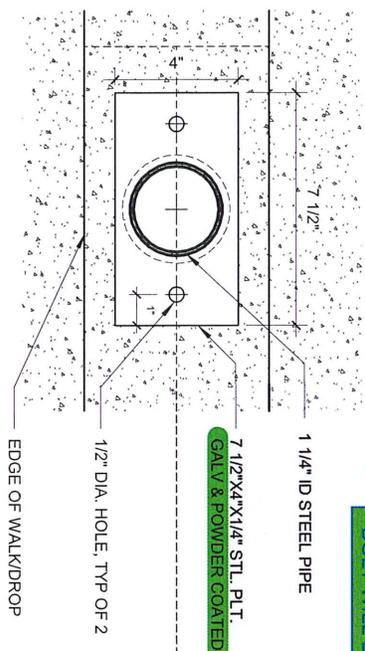
By: \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION**

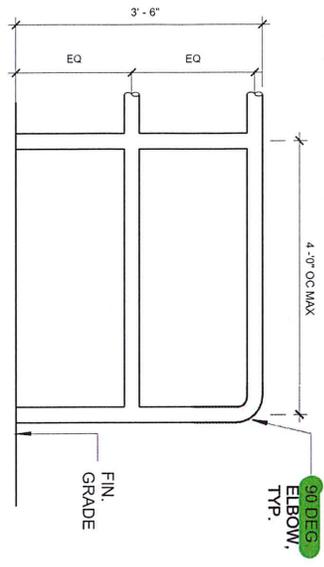
1/2" KB-T22, SS316 EXPANSION ANCHOR W/ MIN. 3 3/4" NOMINAL EMBED INTO CONC. POWDER-COATED EXPOSED BOLT

**BOLT WILL BE SS**

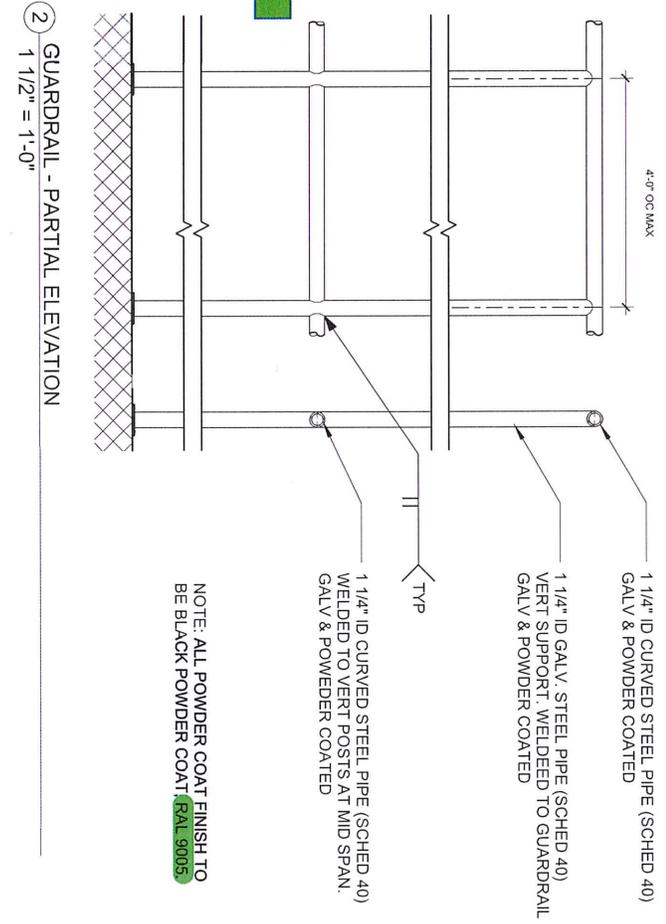


**PLAN**

**4** GUARDRAIL POST BASE PLATE  
3" = 1'-0"



**3** GUARDRAIL - PARTIAL ELEVATION  
NTS



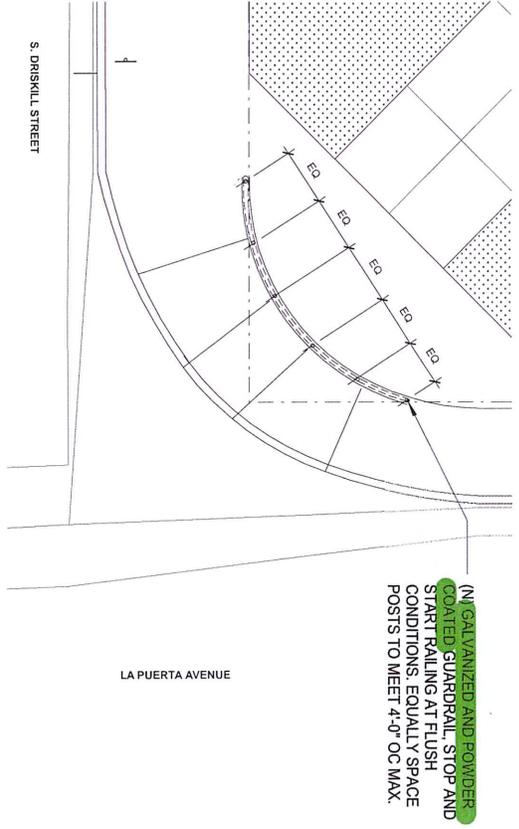
**2** GUARDRAIL - PARTIAL ELEVATION  
1 1/2" = 1'-0"

1 1/4" ID GALV. STEEL PIPE (SCHED 40) GALV & POWDER COATED

1 1/4" ID GALV. STEEL PIPE (SCHED 40) VERT SUPPORT. WELDED TO GUARDRAIL GALV & POWDER COATED

1 1/4" ID CURVED STEEL PIPE (SCHED 40) WELDED TO VERT POSTS AT MID SPAN. GALV & POWDER COATED

NOTE: ALL POWDER COAT FINISH TO BE BLACK POWDER COAT. RAL 9005.



**1** ENLARGED SITE PLAN - PUBLIC RIGHT OF WAY  
1/8" = 1'-0"

 Los Angeles 333 South Hope St., Suite 200 Los Angeles CA, 90071 213.769.0011 fax: 213.769.0016	<b>WALKWAY TRANSITION TO PUBLIC R.O.W</b>		DATE 06/03/2025
	<b>ROSE AVENUE K-5 SCHOOL</b>		<b>ASI 042-A1</b>
<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	
PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. A1203	
	DSA APP. NO. 03-119284		

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 409
	Date: 7-10-2025
TO: Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

Reference Cost Event 365 – CDR 409 – Remobilization and Material Cost Increase for Parent Drop-Off and Play Area (BC Rincon)	\$ 20,740.00
Remobilization to grade and pave the remaining portion of the parent drop-off area and a portion of the play area. This includes additional labor and materials beyond the original contract scope.	

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
-------------------------------------	-------------------------------	---

By: <u>Rafael Namillo</u>	By: _____	By: <u>scott burkett</u> recommended
Date: <u>2025-07-10</u>	Date: _____	Date: <u>7-14-25</u>

OWNER - Oxnard School District

By: Kest Pyle Date: 8/20/2025

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-10-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 409 – Remobilization and Material Cost Increase for Parent Drop-Off and Play Area

Remobilization to grade and pave the remaining portion of the parent drop-off area and a portion of the play area. This includes additional labor and materials beyond the original contract scope.

<b>A. Subcontractor's Cost</b>			
BC Rincon	\$	17,236.15	
O&P @ 10%	\$	1,723.62	
Insurance @ 1%	\$	191.51	
		<b>Subtotal B:</b>	<b>\$ 19,151.28</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	957.56	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C:</b>	<b>\$ 957.56</b>
<b>D. Bond at 1%</b>		<b>Subtotal D:</b>	<b>\$ 207.40</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E:</b>	<b>\$ 207.40</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F:</b>	<b>\$ 215.70</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>20,740.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2025-07-10

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 #:** 21-198 **CCO#25**

**DATE:** 7/9/2025

**TO:** Balfour Beatty  
 13520 Evening Creek Drive, North #270  
 San Diego, CA 92128

**PROJECT:** Rose Avenue Elementary School  
 220 South Driskill Street  
 Oxnard, CA 93030

**DESCRIPTION:** Additional Grading, Base, and Pave in Parent Drop Off

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Move In to Grade & Pave Remainder of Parent Drop Off	1	EA		\$4,500.00
Material & Labor Price Increase from Original Contract:				
2) Finish Subgrade	13244	SF	0.12	\$1,589.28
3) 3" Asphalt on 5" Base	10063	SF	0.72	\$7,245.36
4) 3" Asphalt on 6" Base	462	SF	\$0.89	\$411.18
5) 3.5" Asphalt on 7" Base	2719	SF	\$1.19	\$3,235.61

<b>Total:</b>	<b>\$16,981.43</b>
<b>Bond Rate 1.5%</b>	<b>\$254.72</b>
<b>Subtotal:</b>	<b>\$17,236.15</b>

Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$138,370.08</u>
This Request	<u>\$17,236.15</u>
Other Pending Request	<u>\$32,680.00</u>
<b>Total Contract With This Change Order</b>	<b><u>\$575,606.23</u></b>

Authorized Signature: \_\_\_\_\_  
 BC Rincon Construction

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#21-198 Balfour Beatty , Rose E.S. 220 S Driskill Street, Oxnard  
 Rafael Alamillo < ralamillo@balfourbeattyus.com >

	<b>Description</b>	<b>Quantity</b>		<b>Cost</b>		
	<b>Subgrade</b>					
Original		13244 SF	@	\$0.45 SF	=	\$5,959.80
New		13244 SF	@	\$0.57 SF	=	\$7,549.08
Increase						\$1,589.28
	<b>3.5" Asphalt on 7" Base</b>					
Original		2719 SF	@	\$5.46 SF	=	\$14,845.74
New		2719 SF	@	\$6.65 SF	=	\$18,081.35
Increase						\$3,235.61
	<b>3" Asphalt on 6" Base</b>					
Original		462 SF	@	\$5.31 SF	=	\$2,453.22
New		462 SF	@	\$6.20 SF	=	\$2,864.40
Increase						\$411.18
	<b>3" Asphalt on 5" Base</b>					
Original		10063 SF	@	\$4.26 SF	=	\$42,868.38
New		10063 SF	@	\$4.98 SF	=	\$50,113.74
Increase						\$7,245.36
				Original Total		\$66,127.14
				New Total		\$78,608.57
				Increase Total		\$12,481.43

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

Change Order Request #: 412

Date: 7-22-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 412 – Phase 2 Temporary Trailer Setup and Utilities	
For Phase 2, this change order includes the rental of a temporary trailer and eight months of internet service, from August 2025 through March 2026, to support construction activities. Powerplus will install overhead temporary power lines from the existing poles and connect the temporary power to the trailer's electrical system, ensuring a safe and code-compliant connection.	\$ 29,365.00

The cost of this work will be drawn from E&O Contractor Contingency:

The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: scott burkett recommended

Date: 2025-07-22

Date: \_\_\_\_\_

Date: 8-7-2025

OWNER - Oxnard School District

By: [Signature]

Date: 8/13/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-22-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 412 – Phase 2 Temporary Trailer Setup and Utilities

For Phase 2, this change order includes the rental of a temporary trailer and eight months of internet service, from August 2025 through March 2026, to support construction activities. Powerplus will install overhead temporary power lines from the existing poles and connect the temporary power to the trailer's electrical system, ensuring a safe and code-compliant connection.

<b>A. Subcontractor's Cost</b>			
Pacific Mobile Structures	\$	12,106.78	
Power Plus	\$	7,678.00	
Temporary Internet Service	\$	2,750.00	
Area Restoration	\$	1,500.00	
O&P @ 10%	\$	2,403.48	
Bonds @ 1.5%	\$	406.74	
Insurance @ 1%	\$	271.16	
		<b>Subtotal B: \$</b>	<b>27,116.16</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A	\$	1,355.81	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>1,355.81</b>
<b>D. Bond at 1%</b>			
		<b>Subtotal D: \$</b>	<b>293.65</b>
<b>E. Builders Risk Insurance at 1%</b>			
		<b>Subtotal E: \$</b>	<b>293.65</b>
<b>F. General Liability at 1.04%</b>			
		<b>Subtotal F: \$</b>	<b>305.40</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>29,365.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

□

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

*Rafael Alamillo*  
 Signature

2025-07-22  
 Date

# Lease Agreement #Q063897



Date: 7/17/2025

**Company:**  
Balfour Beatty US  
13520 Evening Creek Dr N  
San Diego, CA 92128-8105

**Site Location:**  
Project # 15650001  
220 South Driskill Street  
Oxnard, CA 93030

**Michael Thompson**  
**Cell:** 951.816.0977  
**Office:** 951.784.8990

**Contact:**  
Chris Kochon - 760.458.3143

**Site Contact:**

**Term:** 8 Months      **Start:** 8/7/2025      **End:** 4/7/2026      **Delivery:** 8/7/2025      **PO/Job#:**

Start/Delivery dates are tentative until a unit number has been assigned

Rental Costs Per Month	Qty	Rate	Extended	Tax
Rental - 10x32 Office	1	\$530.00	\$530.00	\$49.03
Rental - Basic Access Package	1	\$49.00	\$49.00	\$4.53
Rental - Security Kit Doors & Windows	1	\$35.00	\$35.00	\$3.24
Subtotals			\$614.00	\$56.80
<b>Total Due Each Month</b>				<b>\$670.80</b>
<b>Duration</b>				<b>8 months</b>
<b>Total Amount Due Over 8 Months</b>				<b>\$5,366.40</b>

Installation Costs	Qty	Rate	Extended	Tax
Delivery - Freight	1	\$975.00	\$975.00	\$90.19
Install - Standard	1	\$1,280.00	\$1,280.00	\$0.00
Install - Tiedown	10	\$145.00	\$1,450.00	\$0.00
Subtotals			\$3,705.00	\$90.19
<b>Total Installation Costs</b>				<b>\$3,795.19</b>

Estimated Removal Costs*	Qty	Rate	Extended	Tax
Return - Standard Teardown	1	\$1,280.00	\$1,280.00	\$0.00
Return - Tiedown Removal	10	\$60.00	\$600.00	\$0.00
Return - Freight	1	\$975.00	\$975.00	\$90.19
Subtotals			\$2,855.00	\$90.19
<b>Total Due at End of Lease</b>				<b>\$2,945.19</b>
<b>Grand Total</b>				<b>\$12,106.78</b>

\*Calculated at return using current market rates for lease terms greater than 12 mo.

# Lease Agreement #Q063897

By signing below, the Lease Agreement becomes a binding contract between Pacific Mobile Structures, Inc. and/or any subsidiary or affiliate, including Sustainable Module Management, Inc., (Lessor) and Balfour Beatty US (Lessee) in accordance with the terms and conditions set forth on the proceeding pages. **After signed acceptance of this agreement, you will receive an Order Confirmation that will include your final Lease Agreement (Rental Order – RO) number, along with the mobile office building unit details and insurance requirements.** Payment is due upon receipt of the first invoice. Lessee is to provide site improvements, utility connections, and handicap accessibility to the building. Building permits/fees and prevailing wages are not included. Site needs to be dry, compacted with minimum 1,500 PSF, level to +/- 6" difference in grade, and accessible by normal truck delivery. All costs to roll, crane or forklift building are not included. Ramping quoted assumes a grade difference of 30" to 36" from door threshold to ramp entrance. Standard setup does not include removal of axles, tires, and tow bars (available upon request). Extra trip charges may occur if Lessee stops work in progress. Removal costs are based on original term end date; after this date, costs will be based on prevailing rates at the date of termination. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Before the return of the building, two weeks' notice is required.

**Company Name: Balfour Beatty US**

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

\_\_\_\_\_  
Title of Authorized Corporate Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Invoicing Options

Please use the following email address for electronic delivery.

New A/P email address: \_\_\_\_\_

Balfour Beatty US is opting out of electronic delivery.

Invoices will be mailed to:

13520 Evening Creek Dr N  
San Diego, CA 92128-8105

New billing address:

\_\_\_\_\_  
\_\_\_\_\_

**PREVAILING WAGE**  
State



**QUOTE: 202382 LA**

6/24/2025 11:46:55 AM eb

6/24/2025

5500 E LA PALMA AVE, ANAHEIM, CA 92807 (818) 504-4974 FAX (818) 504-4975

PPArea: LA

**Customer: Balfour Beatty Construction**

**Job: Rose Ave Elementary Phase#2**

**Job#: 327887**

13520 Evening Creek Dr. North STE 27

**Cust Contact:** Alex Garcia

**Cust Cell** (805) 400-5787

San Diego, CA 92128

**Cust Phone:**

**Tract #:**

Phase: 200a 1ph 240v M

(858) 385-8200

**Quoted Lots:**

**Cross Street:**

**Job Address:** 220 S. Driskill St.

**Job City:** Oxnard

**Zip Code:** 93030

**Customer Job #:**

**Customer Job Name:**

**Contract #:**

**P O #:**

**Job Phone:**

**Scope Of Work:** Quote to provide 1-200amp 1ph 120/240v overhead residential meter. Quote includes city permit and Edison fees.

**Remarks:**

Monthly\* rental charges will be \$100.00 per month\* after the first 6 months\*. \*Months will be calculated in 28-day periods.

**Quantity Equipment/Service**

- 1 Meter - 1 Ph 200a 240v 4 Clip O/H Res
- 2 Runners Fees
- 2 Ground Rod - 8 Foot
- 1 Electrical Meter Permit
- 1 Overhead Utility Meter Hookup Fee
- 1 Prevailing Wage Included
- 1 Receptacle - 50 Amp Twist Lock
- 1 Demobilization

**Total: \$7,678.00**

**Quote Notes:**

Quote is subject to final source approval by utility company.  
 City/County Permits and Utility fees are estimated and included in this quote. Final permit fees to be billed at cost plus 25%.  
 Encroachment permits fees, and/or Traffic Control permit fees, and required plans are NOT included in this quote and can be quoted separately if required by the City/County. If required, they may delay installation of equipment.  
 Core drilling is not included in this quote and can be quoted separately upon request.  
 It is the responsibility of the customer to spot all Power Plus pole locations in order to avoid future conflicts onsite. If Power Plus is directed to use their best judgment and install equipment without the customer spotting desired locations, the customer will be responsible for any and all costs to relocate or reroute equipment as necessary.  
 Customer acknowledges that this project has no Project Labor Agreement (PLA) or Project Stabilization Agreement (PSA) associated with it and is quoted as such. If the project is determined to have PLA or PSA requirements, an additional cost will apply.  
 Prevailing Wages are included in this quote. Customer is responsible to notify Power Plus of all Labor Compliance and or Pre-Job compliance requirements prior to being on site.

Quote is layout specific. Any changes to equipment and/or services may incur additional cost.

Quote is subject to municipality approvals for system installation.

Balfour Beatty Construction is to provide access for installation and removal of equipment.

Balfour Beatty Construction will indemnify and not hold Power Plus liable for any damages resulting from delays that are caused by Force Majeure, Acts of God, inclement weather, medical emergencies, utility company actions, permits, inspections, availability of materials, supply chains, or any other circumstance outside of Power Plus'

Balfour Beatty Construction assumes all risk and liability for loss or damage of the equipment, for injury or death to any person, or for damage to the property of another arising from the use, operation, condition, possession or storage of the equipment.

Balfour Beatty Construction shall not utilize the leased equipment beyond its rated electrical capacity.

Balfour Beatty Construction shall indemnify, defend and hold harmless Power Plus, its agents, and employees from all claims, losses, and damages of every nature arising from its utilization of the equipment under this agreement.

In the event that any equipment is damaged, stolen, or missing while it is being leased, Balfour Beatty Construction shall pay to Power Plus the reasonable replacement value of said equipment to be determined at the sole discretion of Power Plus.

Power Plus is not responsible for damage to landscape, hardscape, or other property damage resulting from equipment installation or removal.

Payment of any invoice from Power Plus is due upon receipt, and Power Plus reserves the right to discontinue service to any delinquent account.

Preliminary information and billing requirements must be completely communicated prior to installation.

Power Plus does not pro-rate equipment rental charges for partial months.

Power Plus is a rental entity, withholding of retention is not accepted.

This quote is valid for 30 days.

As Notice to Proceed, please sign and return this quote. Equipment will not be ordered prior to receiving a signed quote.

Note: Power Plus! is not responsible for the accuracy of information provided by the utility company in relation to the source verification. Permit and application fees to be determined by respective City and Utility.

Balfour Beatty Construction will provide Power Plus! with exact equipment locations prior to installation. An additional service fee will be charged for any equipment relocation. Balfour Beatty Construction will be responsible for locating and marking all private underground utilities including landscape irrigation systems not identified by USA Dig Alert. Balfour Beatty Construction will be financially responsible for any damage and repair work for any underground private utility systems (including landscape irrigation systems) not marked prior to equipment installation. Balfour Beatty Construction will pay any additional cost for adverse digging conditions, special equipment required for safe installation, additional permits, permit deposits or any other unusual cost or fee required to perform installations services.

Prior to equipment delivery, a signature by an authorized representative of Balfour Beatty Construction is required on this Quote Form. Furthermore, if Balfour Beatty Construction requires a Purchase Order (P.O.), a P.O. # and document must be issued to Power Plus! before work is completed. Rental period is based on 4 week months. Invoices are due upon receipt.

**QUOTE SUBJECT TO SOURCE VERIFICATION PER ELECTRICAL AND / OR TELEPHONE UTILITY COMPANY(S).**

Balfour Beatty Construction Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

PowerPlus! Representative: \_\_\_\_\_ Date: 6/24/2025

MYNOR VELA



S Driskill St

Another Edison power pole.

Edison power pole. Alex with Balfour Beatty would like to install a temp power pole with panel at this location.

Proposed SO cord for 50A ran to the office location. The total length of run is 390ft

Proposed office that needs power. We will need to penetrate through a wooden panel below the window.

Layers

220

220

220

220

220

## Carbajal, Filbert

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**From:** Kochon, Christopher  
**Sent:** Monday, July 21, 2025 12:52  
**To:** Alamillo, Rafael  
**Cc:** Kuykendall, Dennis; Carbajal, Filbert; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Garcia, Alex; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: Rose Ave. Small Project Trailer w/WIFI

Yes, Starlink is \$250/month and that includes hardware + subscription. A one-time \$750 setup fee applies.

### Chris Kochon

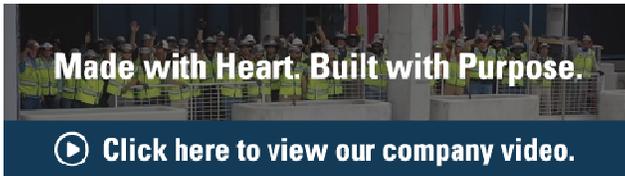
Mobilization Manager | Balfour Beatty

C: (760) 458-3143

E: ckochon@balfourbeattyus.com | www.balfourbeattyus.com

13520 Evening Creek Drive North, Suite 270, San Diego, CA 92128

### Balfour Beatty



Starlink service: \$250/month x 8 months = \$2,000  
Setup fee: \$750  
**Total: \$2,750**

---

**From:** Alamillo, Rafael <RALamillo@Balfourbeattyus.com>

**Sent:** Monday, July 21, 2025 12:51 PM

**To:** Kochon, Christopher <CKochon@Balfourbeattyus.com>

**Cc:** Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

**Subject:** RE: Rose Ave. Small Project Trailer w/WIFI

Chirs,

Is the cost of the Starlink included in this price?

### Rafael Alamillo

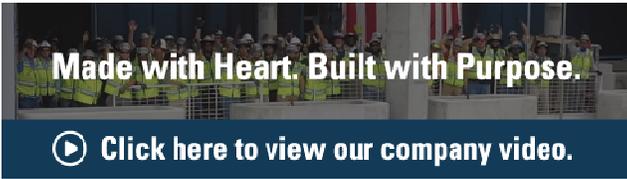
Senior Project Manager | Balfour Beatty

C: 805.208.7462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

300 E Esplanade Drive, Suite #1220, Oxnard, CA 93036

**Balfour Beatty**



**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

Change Order Request #: 413 R2  
 Date: 7-29-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 413 R2 – PremierWest Landscape – Overtime &amp; Saturday Work (June 23 to July 19, 2025)</p> <p>This Change Order includes compensation for overtime and Saturday work performed by PremierWest Landscape to maintain project schedule. Work occurred on the following dates: June 23, 24, 25, 26, 27, 28, and 30; and July 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19, 2025.</p>	<p>\$ 11,902.00</p>
--	---------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By: _____	By: <u>[Signature]</u> <i>RECOMMENDED</i>
Date: <u>2025-07-29</u>	Date: _____	Date: <u>8/19/25</u>

OWNER - Oxnard School District

By: [Signature]

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-29-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 413 R2 – PremierWest Landscape – Overtime & Saturday Work (June 23 to July 19, 2025)

This Change Order includes compensation for overtime and Saturday work performed by PremierWest Landscape to maintain project schedule. Work occurred on the following dates: June 23, 24, 25, 26, 27, 28, and 30; and July 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19, 2025.

<b>A. Subcontractor's Cost</b>			
Premierwest Landscape	\$	10,880.11	
Insurance @ 1%	\$	109.90	
		<b>Subtotal B: \$</b>	<b>10,990.01</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	549.50	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>549.50</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>119.02</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>119.02</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>123.78</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>11,902.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-07-29

Date



15650000 - Rose Avenue K-5 Overtime Breakdown CE#: 365

Omitted T&M Tickets

Labor	6/23/25	6/24/25	6/25/25	6/26/25	6/27/25	6/28/25	6/30/25	7/1/25	7/2/25	7/3/25	7/5/25	7/7/25	7/8/25	7/9/25	7/10/25	7/11/25	Total hrs
Journeyman	2	2	2	2	2	16	4	6	6	1	36	4	4	6	9	9	111
Operator																	0
Tradesman	1	1	1	1	1	8	4	6	6	1	18	4	4	6	3	3	68
Apprentice 3	1	1	1	1	1	8	4	6	6	1	18	4	4	6	6	6	74
Apprentice 1																	0
TOTALS	4	4	4	4	4	32	12	18	18	3	72	12	12	18	18	18	253

Equipment -	6/23/25	6/24/25	6/25/25	6/26/25	6/27/25	6/28/25	6/30/25	7/1/25	7/2/25	7/3/25	7/5/25	7/7/25	7/8/25	7/9/25			Total hrs
Mini-Ex	1	1	1	0	1	8		3	3	1	0	2	3	2	3	3	32
Skid Steer	1	1	1	0	1	8	2	3	3	1	0	2	3	2	3	3	34
Service Truck						1					1						2
Vibrating Plate																	0
Rototiller												3	3		3	3	12
TOTALS	2	2	2	0	2	17	2	6	6	2				4	9		80

Material	6/23/25	6/24/25	6/25/25	6/26/25	6/27/25	6/28/25	6/30/25	7/1/25	7/2/25	7/3/25	7/5/25	7/10/25	7/11/25	7/12/25		Total Cost
Imperial																\$ -
Site-One																\$ -
																\$ -
																\$ -
																\$ -
TOTALS																\$ -

15650000 - Rose Avenue K-5 Overtime Breakdown CE#: 365

Labor	7/12/25	7/14/25	7/15/25	7/16/25	7/17/25	7/18/25	7/19/25													Total hrs
Journeyman	40	9	12	12	9	9	40													131
Operator																				0
Tradesman	30	3	4	4	3	3	20													67
Apprentice 3	20	6	8	8	6	6	20													74
Apprentice 1	10																			10
TOTALS	100	18	24	24	18	18	80	0	0	0	0	0	0	0	0	0	0	0	0	282

SATURDAY

SATURDAY

Equipment -	7/12/25	7/14/25	7/15/25	7/16/25	7/17/25	7/18/25	7/19/25													Total hrs
Mini-Ex	10	3				4	10													27
Skid Steer	10	3				4	10													27
Service Truck	1						1													2
Vibrating Plate																				0
Rototiller	10	3																		13
TOTALS	31	9	0	0	0	8	21	0	0	0	0	0	0	0	0	0	0	0	0	69

Material	7/16/25	7/14/25	7/15/25	7/16/25	7/17/25	7/18/25	7/19/25													Total Cost
Imperial																				\$ -
Site-One																				\$ -
																				\$ -
																				\$ -
																				\$ -
TOTALS																				\$ -

PROJECT NAME

PWL PROJECT NO.

CONTRACTOR

CONTRACT NO.

SUBCONTRACTOR

PremierWest Landscape, Inc.

DATE

9/1/2022

## HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Plumber

CLASSIFICATION: Landscape Irrigation Fitter/Journeyman

Item	Rate Per \$100	Prevailing Wage Rate			Notes	
		Regular Time	Overtime	Double Time		
Base Labor Rate		\$ 38.20	\$ 57.30	\$ 67.45	Use certified payroll to verify.	
Fringe Benefits:						
	Benefit Paid	Benefit Provided				
	(put X in appropriate box)					
Pension <sup>1</sup>		X	14.20	14.20	14.20	
Health/Welfare <sup>1</sup>		X	9.26	9.26	9.26	
Training/Certification <sup>1</sup>		X	2.19	2.19	2.19	
Vacation/Holiday <sup>1</sup>			-	-	-	
Other		X	1.20	1.20	1.20	
Fringe Benefits Subtotal			\$ 26.85	\$ 26.85	\$ 26.85	
Total PW Hourly Rate			\$ 65.05	\$ 84.15	\$ 94.30	= Base Labor Rate + Benefits Paid + Benefits Provided
Benefits Paid			\$ -	\$ -	\$ -	
Total Paid Hourly Rate			\$ 38.20	\$ 57.30	\$ 67.45	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance <sup>2</sup>						
FICA	0.0620		2.37	3.55	4.18	
Medicare	0.0145		0.55	0.83	0.98	
Federal Unemployment	0.0600		2.29	3.44	4.05	
California Unemployment	0.0340		1.30	1.95	2.29	Maximum - 0.062.
Workers Compensation <sup>1</sup>	9.70%		3.71	5.56	6.54	Usually less than 11%; can request policy.
Other <sup>1</sup>			-	-	-	
Other <sup>1</sup>			-	-	-	
Burden Subtotal			\$ 10.22	\$ 15.33	\$ 18.04	
Contractor Liability Insurance			N/A	N/A	N/A	Included in OH&P per CGC
Small Tools			N/A	N/A	N/A	Included in OH&P per CGC
Other (warranty, record drawings, payment bonds, performance bonds, etc.)			N/A	N/A	N/A	Included in OH&P per CGC
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>			<b>\$ 75.27</b>	<b>\$ 99.48</b>	<b>\$ 112.34</b>	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: \_\_\_\_\_ Company Name: PremierWest Landscape, Inc.  
(print name)

Signature: \_\_\_\_\_

PROJECT NAME

PWL PROJECT NO.

CONTRACTOR

CONTRACT NO.

SUBCONTRACTOR

PremierWest Landscape, Inc.

DATE

9/1/2022

## HOURLY LABOR RATE WORKSHEET

(Reference 'Change Orders' in Contract General Conditions. Certified payrolls required for all workers on Project. Contractor shall enter data into all fields highlighted in yellow; for fields highlighted in blue, data will automatically populate.)

TRADE: Plumber - Ven-2022-2

CLASSIFICATION:

Tradesman

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 16.67	\$ 25.01	\$ 33.34	Use certified payroll to verify.
	Benefit Paid				
	Benefit Provided				
	(put X in appropriate box)				
Fringe Benefits:					
Pension <sup>1</sup>	X	1.16	1.16	1.16	
Health/Welfare <sup>1</sup>	X	3.00	3.00	3.00	
Training/Certification <sup>1</sup>	X	0.10	0.10	0.10	
Vacation/Holiday <sup>1</sup>		-	-	-	
Other	X	1.00	1.00	1.00	
Fringe Benefits Subtotal		\$ 5.26	\$ 5.26	\$ 5.26	
Total PW Hourly Rate		\$ 21.93	\$ 30.27	\$ 38.60	= Base Labor Rate + Benefits Paid + Benefits Provided
Benefits Paid		\$ -	\$ -	\$ -	
Total Paid Hourly Rate		\$ 16.67	\$ 25.01	\$ 33.34	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance <sup>2</sup>					
FICA	0.0620	1.03	1.55	2.07	
Medicare	0.0145	0.24	0.36	0.48	
Federal Unemployment	0.0600	1.00	1.50	2.00	
California Unemployment	0.0340	0.57	0.85	1.13	Maximum - 0.062.
Workers Compensation <sup>1</sup>	9.70%	1.62	2.43	3.23	Usually less than 11%; can request policy.
Other <sup>1</sup>		-	-	-	
Other <sup>1</sup>		-	-	-	
Burden Subtotal		\$ 4.46	\$ 6.69	\$ 8.92	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
<b>TOTAL HOURLY RATE (Total Hourly Rate + Burden)</b>		<b>\$ 26.39</b>	<b>\$ 36.95</b>	<b>\$ 47.52</b>	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

<sup>1</sup> Costs for Overtime and Double Time are same as for Regular Time.

<sup>2</sup> Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by:

(print name)

Company Name:

PremierWest Landscape, Inc.

Signature:

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		08/22/2022	07/31/2023	\$45.220	BH	\$8.560	\$10.370	E	\$0.000	BH	\$0.530			\$0.690	BH	8.0		\$65.370	\$85.960	BH	\$85.960	BH	\$106.540		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PREPARER		08/22/2022	07/31/2023	\$44.470	BH	\$8.560	\$10.370	E	\$0.000	BH	\$0.530			\$0.690	BH	8.0		\$64.620	\$84.630	BH	\$84.630	BH	\$105.040		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			08/22/2022	07/31/2023	\$50.660	BH	\$10.600	\$20.520	BH	\$0.000	S	\$1.730			\$1.330		8.0	AI	\$84.840	\$110.170	BM	\$110.170	BM	\$135.500		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER			08/22/2022	10/31/2022	\$35.430	H	\$9.000	\$4.350		\$0.000	S	\$0.750			\$0.270		8.0	AI	\$49.800	\$67.510	BA	\$67.510	BH	\$85.230	AC	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER			08/22/2022	10/31/2022	\$43.610	BH	\$9.000	\$4.610		\$0.000	S	\$1.020			\$0.330		8.0	AI	\$58.570	\$80.380	BA	\$80.380	BH	\$102.160	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2022	12/31/2022	\$32.440	Z	\$9.000	\$2.750		\$0.000		\$0.800			\$0.360		8.0		\$45.350	\$61.570	BA	\$61.570	AB	\$77.790	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE LAYER			08/22/2022	12/31/2022	\$45.050	Z	\$9.000	\$8.350		\$0.000		\$0.990			\$0.480		8.0		\$63.890	\$86.380	BA	\$86.380	AB	\$108.900	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/OPPL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPPL/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 6HUR 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.
- 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 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 PAPER-HANGING 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.

**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-2022-2

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		08/22/2022	04/30/2023	\$45.100	A	\$9.250		\$9.480		\$0.000		\$1.160		\$0.850		8.0	C	\$65.840	\$88.300	D	\$88.390	D	\$110.940		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		08/22/2022	04/30/2023	\$45.100	A	\$9.250		\$9.480		\$0.000		\$1.160		\$0.450		8.0	C	\$65.440	\$87.990	D	\$87.990	D	\$110.540		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	MASON FINISHER		08/22/2022	04/30/2023	\$40.590	A	\$9.250		\$9.480		\$0.000		\$1.110		\$0.450		8.0	C	\$60.880	\$81.180	D	\$81.180	D	\$101.470		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER			08/22/2022	06/30/2023	\$37.320		\$8.750		\$9.330	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$60.950	\$79.610		\$79.610		\$98.270		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2022	06/30/2023	\$37.770		\$8.750		\$9.330	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$61.400	\$80.290		\$80.290		\$99.170		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM, CARPET, LINOLEUM,	RESILIENT TILE LAYER		08/22/2022	12/31/2022	\$39.960	H	\$6.780		\$5.550		\$2.320		\$0.630		\$0.280		8.0		\$55.510	\$75.490		\$75.490	I	\$95.460		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	MATERIAL HANDLER		08/22/2022	12/31/2022	\$15.980	H	\$6.780		\$1.940		\$0.820		\$0.630		\$0.280		8.0		\$26.430	\$34.420		\$34.420	K	\$42.410		Holidays	Scope of Work	Travel & Subsistence
#DRYWALL FINISHER			08/22/2022	08/31/2023	\$46.280	B	\$8.850		\$8.730		\$5.070		\$0.870		\$1.020		8.0		\$70.820	\$93.960		\$93.960	L	\$117.100		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	SOUND INSTALLER		02/22/2022	11/30/2022	\$42.170		\$8.910		\$4.720	M	\$0.000		\$0.650		\$0.250	N	8.0		\$57.970	\$79.880	D	\$79.880	D	\$101.400		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN		08/22/2022	12/25/2022	\$44.750	D	\$10.530		\$16.640	E	\$0.000	S	\$1.100		\$0.550		8.0		\$74.910	\$106.280	I	\$106.280	I	\$137.650		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	CABLE SPLICER		08/22/2022	12/25/2022	\$49.230	D	\$10.530		\$16.640	E	\$0.000	S	\$1.100		\$0.550		8.0		\$79.530	\$113.200	I	\$113.200	I	\$146.870		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS WIREMAN		08/22/2022	12/25/2022	\$44.750	D	\$10.530		\$16.640	E	\$0.000	S	\$1.100		\$0.550		8.0		\$74.910	\$106.280	E	\$106.280	E	\$137.650		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	TRANSPORTATION SYSTEMS TECHNICIAN		08/22/2022	12/25/2022	\$33.560	D	\$10.530		\$16.640	E	\$0.000	S	\$1.100		\$0.550		8.0		\$63.390	\$88.990	I	\$88.990	I	\$114.590		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)		02/22/2022	09/30/2022	\$55.260		\$11.850		\$13.150		\$4.820	G	\$1.150		\$0.150		8.0		\$86.380	\$114.010	D	\$114.010	D	\$141.640		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)		02/22/2022	09/30/2022	\$51.860		\$11.850		\$13.150		\$4.650	G	\$1.150		\$0.150		8.0		\$82.810	\$108.740	D	\$108.740	D	\$134.670		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/ROOMMAN (869.567-010)		02/22/2022	09/30/2022	\$51.280		\$11.850		\$13.150		\$4.600	G	\$1.150		\$0.150		8.0		\$82.180	\$107.820	D	\$107.820	D	\$133.460		Holidays	Scope of Work	Travel & Subsistence
#GLAZIER			08/22/2022	05/31/2023	\$53.000	V	\$8.250	H	\$14.850		\$0.000		\$0.770		\$0.980		8.0		\$77.850	\$101.850	X	\$101.850	X	\$125.850		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER			08/22/2022	12/31/2022	\$37.870	Z	\$9.000		\$4.270		\$0.000		\$0.670		\$0.400		8.0		\$52.410	\$71.350	AA	\$71.350	AB	\$90.280	AC	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AD	08/22/2022	06/30/2023	\$34.340	D	\$9.000		\$5.440		\$2.990		\$0.750		\$1.010		8.0		\$53.530	\$70.700	AE	\$70.700	AE	\$87.870		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	INDUSTRIAL PAINTER	AD	08/22/2022	06/30/2023	\$39.070	D	\$9.000		\$5.440		\$3.350		\$0.850		\$1.010		8.0		\$58.720	\$78.260	AE	\$78.260	AE	\$97.790		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AE	08/22/2022	01/31/2023	\$24.000		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$34.150	\$46.150		\$46.150	K	\$58.150		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AG	08/22/2022	01/31/2023	\$16.500		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$26.650	\$34.900		\$34.900	K	\$43.150		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	08/22/2022	01/31/2023	\$17.370		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$27.520	\$36.210		\$36.210	K	\$44.890		Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2022	07/31/2023	\$40.430		\$9.380		\$9.020		\$6.940	BI	\$1.240		\$1.190		8.0	BJ	\$68.200	\$88.420	BE	\$88.420	AS	\$108.630		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER		BL	08/22/2022	09/01/2023	\$41.470		\$8.750		\$10.220		\$5.300	BM	\$1.100		\$0.960		8.0		\$67.800	\$88.540	BN	\$88.540	AD	\$109.270		Holidays	Scope of Work	Travel & Subsistence
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2022	08/01/2023	\$38.920		\$8.750		\$10.220		\$5.300	BM	\$1.100		\$0.960		8.0		\$65.250	\$84.710	BN	\$84.710	AD	\$104.170		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2022	08/31/2023	\$55.180	AP	\$9.260		\$14.200	AQ	\$0.000	AR	\$2.800		\$1.400	AS	8.0		\$82.840	\$109.510	D	\$109.510	D	\$134.520		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2022	08/31/2023	\$42.290	AP	\$9.150		\$11.350	AQ	\$0.000	AR	\$2.530		\$1.400	AS	8.0		\$66.720	\$86.940		\$86.940	AT	\$106.530		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AW	08/22/2022	08/31/2023	\$20.880	AV	\$9.400		\$0.380		\$0.000		\$1.610		\$1.250	AB	8.0		\$33.520	\$43.040		\$43.040	AT	\$52.550		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SERVICE AND REPAIR		08/22/2022	08/31/2023	\$53.510	AP	\$9.260		\$13.890	AQ	\$0.000	AR	\$2.130		\$1.400	AS	8.0		\$80.190	\$106.020		\$106.020	AW	\$130.200	AX	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2022	03/1/2023	\$38.200	Z	\$9.260		\$14.200	AQ	\$0.000	AR	\$2.190		\$1.200	AS	8.0	AT	\$65.050	\$84.150		\$84.150		\$101.870		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AY	08/22/2022	08/31/2023	\$18.670	Z	\$3.000		\$1.160	AQ	\$0.000		\$0.100		\$1.000	AS	8.0	AT	\$21.930	\$30.270		\$30.270		\$38.600		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	REFRIGERATION SERVICE HVACR		08/22/2022	08/04/2022	\$46.410	H	\$9.060		\$7.450	AZ	\$0.000	S	\$1.580		\$0.880	BA	8.0		\$65.380	\$88.590		\$88.590	BB	\$109.440	AC	Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	REFRIGERATION SERVICE TRADESMAN HVACR		08/22/2022	08/04/2022	\$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	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	02/22/2022	12/31/2022	\$41.270		\$10.990		\$15.290	BQ	\$0.000		\$0.520		\$0.250		8.0		\$68.290	\$88.930		\$88.930		\$109.560		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BE	08/22/2022	12/31/2022	\$52.610		\$10.990		\$18.100		\$0.000	S	\$1.600		\$0.450	BF	8.0		\$83.750	\$110.060	BG	\$110.060	BG	\$138.360		Holidays	Scope of Work	Travel & Subsistence
#ROOFER			08/22/2022	07/31/2023	\$43.470	BH	\$8.560		\$10.370	E	\$0.000	BI	\$0.530		\$0.690	BJ	8.0		\$63.620	\$83.330	BK	\$83.330	BK	\$103.040		Holidays	Scope of Work	Travel & Subsistence





# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-2

**Issue Date:** 08-22-2022

**Expire Date:** 08-31-2023 \*\*

**Craft/Classification:** Landscape/Irrigation Fitter

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	12	N/A	\$19.290	\$9.760	\$.380	\$.000	\$1.890	\$1.200	\$32.520
2	12	N/A	\$23.060	\$9.760	\$.380	\$.000	\$1.960	\$1.200	\$36.360
3	12	N/A	\$26.840	\$9.260	\$9.870	\$.000	\$1.970	\$1.200	\$49.140
4	12	N/A	\$30.620	\$9.260	\$9.870	\$.000	\$2.020	\$1.200	\$52.970
5	12	N/A	\$34.410	\$9.260	\$10.690	\$.000	\$2.050	\$1.200	\$57.610

## FOOTNOTE(S)

This apprentice determination applies to the journeyman determinations for Plumber: Landscape/Irrigation Fitter.

Basic Hourly Rate: Includes amount withheld for D.C. Dues, Work Preservation Dues, and Supplemental Working Dues and an amount for Vacation that is factored at 1.5 times for all overtime. Vacation: Period 1: \$1.57, Period 2: \$1.80, Period 3: \$2.03, Period 4: \$2.27, Period 5: \$2.51

Pension: Includes amount for National Pension and Retiree's X-mas Fund.

Vacation: Included in the basic hourly rate, and factored at 1.5 for all overtime.

Other: Includes amount for PIPE, LMCC, and CED.

\*\*Journeyman and Apprentice Predetermined Increases:

09-01-2023: \$2.35 to be allocated to wages and/or fringes.

09-01-2024: \$2.50 to be allocated to wages and/or fringes.

09-01-2025: \$2.50 to be allocated to wages and/or fringes.

There may be corresponding wage allocations for the apprentices associated with this journeyman craft/classification. Please email a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CEH 3/25

PWL JOB NO #

Date: 6-23-25 Monday

JOB NAME: Rose Ave Elementary School

DAILY WORK DIScription/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS
<u>Jose Martinez</u>	<u>1</u>
<u>Pedro Aleman</u>	<u>1</u>
<u>Jorge Jimenez</u>	<u>1</u>
<u>Antonio Gonzalez</u>	<u>1</u>
<b>EQUIPMENT USED</b>	<b>TOTAL HOURS:</b> <u>(4)</u>
<u>Mini x</u>	<u>1</u>
<u>Bobcat</u>	<u>1</u>

OVERTIME

(4)

MATERIALS DELIVERED TO SITE

DIScription

SUPPLIER

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: [Signature] 7/1/25 TITLE: Super

102 Timberr Opener

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE# 3205

PWL JOB NO #

Date: 6-24-25

TUESDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	OVERTIME TOTAL HOURS
<u>Jose Martinez</u>	<u>1</u>
<u>Antonio Gonzalez</u>	<u>1</u>
<u>Pedro Aleman</u>	<u>1</u>
<u>Jose Jimenez</u>	<u>1</u>
<b>EQUIPMENT USED</b>	<b>TOTAL HOURS:</b> <u>(4)</u>
<u>Mini X</u>	<u>1</u>
<u>Bobcat</u>	<u>1</u>

MATERIALS DELIVERED TO SITE	DISCRPTION	SUPPLIER

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: [Signature] TITLE Super

10R Tim Hoyt [Signature]

# DAILY REPORT

## TIME AND MATERIAL

CE # 365

JOB NO #:

DATE:

6-25-25 WEDNESDAY

JOB NAME:

Rose Ave Elementary School

### DAILY WORK DIScription/TRADE:

Brief description of work performed:

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### MANPOWER AND EQUIPMENT:

TOTAL HOURS	NAME OF EMPLOYEES
1	Jose Martinez
1	Peke Aleman
1	Jose Jimenez
1	Antonio Gonzalez

EQUIPMENT USED	TOTAL HOURS
Mini X	1
Bobcat	1

MATERIALS DELIVERED TO SITE	DIScription	SUPPLIER
	PM	7/1/25

ENTERED BY: Jose Martinez TITLE: Foreman

1 OR Tim Hoyt

# DAILY REPORT

## TIME AND MATERIAL

CE# 365

JOB NO #:

DATE: 6-26-25 THURSDAY

JOB NAME: Rose Ave Elementary School

**DAILY WORK DISCRPTION/TRADE:**

Brief description of work performed:

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overtime

**MANPOWER AND EQUIPMENT:**

TOTAL HOURS	NAME OF EMPLOYEES
1	José Martínez
1	Antonio González
1	Pedro Aleman
1	José Lora

EQUIPMENT USED TOTAL HOURS (4)

MATERIALS DELIVERED TO SITE DISCRPTION SUPPLIER

Jim 7/1/25

ENTERED BY: José Martínez TITLE Foreman

for Tim Hatt

# PREMIER WEST

## LANDSCAPE

CEH 365

### DAILY REPORT

### TIME AND MATERIAL

JOB NO #:

DATE: 6-27-25 FRIDAY

JOB NAME: Rose Ave Elementary School

**DAILY WORK DISCRIPTION/TRADE:**

Brief description of work performed:

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OVERTIME

**MANPOWER AND EQUIPMENT:**

TOTAL HOURS	NAME OF EMPLOYEES
1	Jose Martinez
1	Antoni Gonzalez
1	Pedro Aleman
1	Jose Jimenez

EQUIPMENT USED	TOTAL HOURS
Mini X	1
Bobcat	1

MATERIALS DELIVERED TO SITE	DISCRIPTION	SUPPLIER
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*(Signature)*

1 OVERTIME Hour

ENTERED BY: Jose Martinez TITLE Foreman

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE# 365

PWL JOB NO #

Date: 6-28-25

JOB NAME:

Saturday

DAILY WORK DIScription/TRADE:

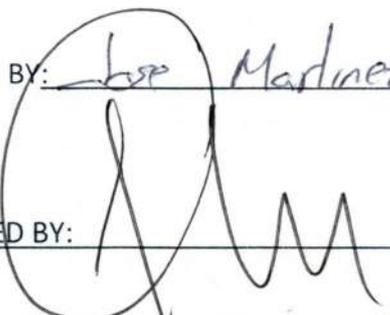
Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	overtime
José Martínez	8	
Antonio González	8	
Jorge Jiménez	8	
Pedro Aleman	8	
<b>EQUIPMENT USED</b>	<b>TOTAL HOURS:</b>	<b>32</b>
Mini X	8	
Bobcat	8	

MATERIALS DELIVERED TO SITE	DIScription	SUPPLIER

ENTERED BY: José Martínez TITLE Foreman

APPROVED BY:  7/1/25 TITLE Super

10R Tim Holt

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE # 365

PWL JOB NO #

Date: 6-30-25 Monday

JOB NAME:

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	EXTRA TIME
Jose Martinez	2	
Antonio Gonzalez	2	
Pedro Aleman	2	
Large Linemen	2	
Andres Riano	2	
Gabriel Hernandez	2	
EQUIPMENT USED	TOTAL HOURS:	(12)
Bobcat	2	

MATERIALS DELIVERED TO SITE

DISCRPTION

SUPPLIER

ENTERED BY:

Jose Martinez

TITLE

Foreman

APPROVED BY:

[Signature] 7/1/25

TITLE

Super

for Timothy [Signature]

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE# 365

PWL JOB NO #

Date: 7-01-25 TUESDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	OVERTIME
Jose Martinez	3	Andres Riano 3 hours
Pedro Aleman	3	Gabriel Hernandez 3 hours
Antonio Gonzalez	3	
Jorge Jimenez	3	
EQUIPMENT USED	TOTAL HOURS:	(18)
Mini X	3	
Bobcat	3	

MATERIALS DELIVERED TO SITE                      DISCRPTION                      SUPPLIER

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: [Signature] TITLE 7/2/25

102 Tim Hoyt [Signature]

# PREMIER WEST

## LANDSCAPE, INC.

CE#: 365

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 07-02-25 WEDNESDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	overtime
Jose Martinez	3	Andres Riano 3
Pedro Aleman	3	Gabriel Hernandez 3
Antonio Gonzalez	3	
Jose Jimenez	3	
EQUIPMENT USED	TOTAL HOURS:	(18)
Mini X	3	
Bobcat	3	

MATERIALS DELIVERED TO SITE

DISCRPTION

SUPPLIER

ENTERED BY:

Jose Martinez TITLE Foreman

APPROVED BY:

[Signature] 7/3/25  
TITLE \_\_\_\_\_  
102 Tim Hoyt [Signature]

# PREMIER WEST

## LANDSCAPE, INC.

CE#: 365

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 7-03-25 Thursday

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCIPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	<sup>overtime</sup> TOTAL HOURS
<u>Jose Martinez</u>	<u>1</u>
<u>Antonio Gonzalez</u>	<u>1</u>
<u>Pedro Neman</u>	<u>1</u>

EQUIPMENT USED	TOTAL HOURS: <u>(5)</u>
<u>Mini X</u>	<u>1</u>
<u>Bobcat</u>	<u>1</u>

MATERIALS DELIVERED TO SITE	DISCIPTION	SUPPLIER

ENTERED BY: [Signature] Martinez TITLE: Foreman

APPROVED BY: [Signature] 7/9/25 TITLE: \_\_\_\_\_

102 Tim Hoyt [Signature]

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE#: 365

PWL JOB NO #

Date: 7-05-25  
Saturday.

JOB NAME:

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	OVERTIME
Jose Martinez	9	Andres Riano 9
Don Martinez	9	Lorge Jimenez 9
Anton Gonzalez	9	Pedro Aleman 9
Omar Castillo	9	Gabriel Hernandez 9

EQUIPMENT USED TOTAL HOURS: 00

MATERIALS DELIVERED TO SITE DISCRIPTION SUPPLIER

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: [Signature] 7/7/25 TITLE:

102 Timothy [Signature]

# PREMIER WEST

## LANDSCAPE

Omitted T&M Ticket

CE #365

### DAILY REPORT

### TIME AND MATERIAL

JOB NO #:

DATE: 7-07-25

Monday

JOB NAME:

Rose Ave Elementary School

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

#### OVERTIME

#### MANPOWER AND EQUIPMENT:

TOTAL HOURS	NAME OF EMPLOYEES
2	Jose Martinez JM
2	Antonio Gonzalez TM
2	Pedro Aleman A3
2	Jose Jimenez TM
2	Andres Riano A3
2	Gabriel Hernandez JM

EQUIPMENT USED	TOTAL HOURS
Mini X	2
Bobcat	2

#### MATERIALS DELIVERED TO SITE DISCRIPTION SUPPLIER

*[Handwritten signature]* 7/10/25

ENTERED BY: 102 Tim Hoyt *[Signature]* TITLE

# PREMIER WEST

Omitted T&M Ticket

## LANDSCAPE

CE#365

### DAILY REPORT

### TIME AND MATERIAL

JOB NO #:

DATE:

7-8-25 TUESDAY

JOB NAME:

Rose Ave Elementary School

**DAILY WORK DIScription/TRADE:**

Brief description of work performed:

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overtime

**MANPOWER AND EQUIPMENT:**

TOTAL HOURS	NAME OF EMPLOYEES
2	Jose Martinez
2	Antonio Gonzalez
2	Pedro Aleman
2	Jorge Jimenez
2	Andres Riano
2	Gabriel Hernandez

EQUIPMENT USED	TOTAL HOURS
Mini X	2
Bobcat	2

MATERIALS DELIVERED TO SITE	DIScription	SUPPLIER
(Large signature and date 7/10/25)		

102 Tim Hoyt

ENTERED BY:

Jose Martinez

TITLE

Foreman

# PREMIER WEST

## LANDSCAPE

Omitted T&M Ticket

CE#365

### DAILY REPORT

### TIME AND MATERIAL

WEDNESDAY

JOB NO #:

DATE: 7-09-23

JOB NAME:

Rose Ace Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERTIME

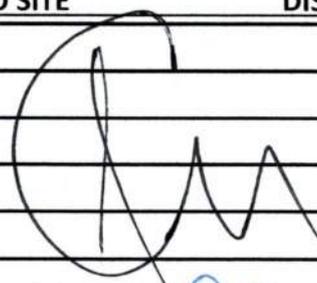
MANPOWER AND EQUIPMENT:

TOTAL HOURS	NAME OF EMPLOYEES
3	Jose Martinez
3	Antonio Gonzalez
3	Pedro Aleman
3	Andres Riano
3	Gabriel Hernandez
3	George Jimenez

EQUIPMENT USED	TOTAL HOURS
Mini X	3
Bobcat	3

MATERIALS DELIVERED TO SITE                      DISCRPTION                      SUPPLIER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 7/19/23

10R Tim Hart

ENTERED BY: Jose Martinez                      TITLE: Foreman

# PREMIER WEST

## LANDSCAPE

CE# 365

### DAILY REPORT

### TIME AND MATERIAL

JOB NO #:

DATE: 7-10-25 THURSDAY

JOB NAME:

Rose Ave Elementary School

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERTIME

MANPOWER AND EQUIPMENT:

TOTAL HOURS	NAME OF EMPLOYEES
3	Jose Martinez
3	Antania Gonzalez
3	Pedro Aleman
3	Andres Riano
3	Gabrie Hernandez
3	Jose Jimenez

(18)

EQUIPMENT USED	TOTAL HOURS
Mini X	3
Bobcat	3
Potatiller	3

MATERIALS DELIVERED TO SITE	DISCRIPTION	SUPPLIER

7/19/25  
[Signature]

102 Tim Hart [Signature]

ENTERED BY: Jose Molina TITLE: Foreman

# PREMIER WEST

## LANDSCAPE, INC.

CE#325

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 7-11-25 FRIDAY

JOB NAME: Rose Ave Elementary School

**DAILY WORK DISCRIPTION/TRADE:**

Brief description of work performed:

**MANPOWER AND EQUIPMENT:**

OVERTIME

NAME OF EMPLOYEES	TOTAL HOURS
<u>Jose Martinez</u>	<u>3</u>
<u>Antonio Gonzalez</u>	<u>3</u>
<u>Pedro Aleman</u>	<u>3</u>
<u>Andres Riano</u>	<u>3</u>
<u>Gabriel Hernandez</u>	<u>3</u>
<u>Jorge Jimenez</u>	<u>3</u>

EQUIPMENT USED	TOTAL HOURS:
<u>Mini X</u>	<u>3</u>
<u>Bobat</u>	<u>3</u>
<u>Rototiller</u>	<u>3</u>

18

MATERIALS DELIVERED TO SITE	DISCRIPTION	SUPPLIER
	<u>Q/M</u>	<u>7/14/25</u>

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: 102 Tim Hoyt TITLE [Signature]

# DAILY REPORT

## TIME AND MATERIAL

CE#3205

JOB NO #:

DATE: 7-12-25  
Saturday

JOB NAME:

Rose Ave Elementary School

DAILY WORK DIScription/TRADE:

Brief description of work performed:

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overtime

MANPOWER AND EQUIPMENT:

TOTAL HOURS	NAME OF EMPLOYEES	Hours
10	Jose Martinez	10
10	Antonio Gonzalez	10
10	Pedro Aleman	10
10	Juan Martinez	10
10	Omar Rodriguez	10
10	Bryce Delgado	10
	Jorge Jimenez	10
	Gabriel Hernandez	10
	Andres Riano	10
	Alfredo Jesus Gonzalez	10

EQUIPMENT USED	TOTAL HOURS
Mini X	10
Bakraf	10
Pototiller	10

MATERIALS DELIVERED TO SITE                      DIScription                      SUPPLIER

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JM 7/14/25

ENTERED BY: Jose Martinez                      TITLE Foreman

102 Tim Hoyt @ [Signature]

# PREMIER WEST

## LANDSCAPE, INC.

CE#325

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #:

Date: 7-14-25 MONDAY

JOB NAME:

Rose Ave Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	Hours
Jose Martinez	3	3
Antonio Gonzalez	3	3
Jorge Jimenez	3	3
Pedro Aleman	3	3
Andres Riano	3	3
Gabriel Hernandez	3	3

EQUIPMENT USED	TOTAL HOURS:
Mn: X	3
Bobcat	3
Rototiller	3

18

MATERIALS DELIVERED TO SITE      DISCRPTION      SUPPLIER

ENTERED BY: Jose Martinez      TITLE: Foreman

APPROVED BY: 102 Tim Holt      TITLE: 7/16/25

102 Tim Holt *Tim Holt*

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

*CE# 3205*

PWL JOB NO #:

Date: 7-15-25 Tuesday

JOB NAME:

Rose Ave Elementary School

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

MANPOWER AND EQUIPMENT:

*OVERTIME*

NAME OF EMPLOYEES	TOTAL HOURS	Max
Jose Martinez	4	4
Antonio Gonzalez	4	4
George Amador	4	4
Pedro Aleman		
Andres Riquo		
Gabriel Hernandez		

EQUIPMENT USED TOTAL HOURS:

MATERIALS DELIVERED TO SITE DISCRIPTION SUPPLIER

ENTERED BY: Jose Martinez TITLE: Foreman

APPROVED BY: [Signature] TITLE: 7/16/25

*102 Tim Hoyt [Signature]*

# PREMIER WEST

## LANDSCAPE, INC.

CE#365

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 7-16-25 WEDNESDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS		Hours
		OVERTIME	
Jose Martinez	4		4
Antonio Gonzalez	4		4
Pedro Aleman	4		
Andres Riano	4		
Gabriel Hernandez			4
Jorge Jimenez			4

EQUIPMENT USED	TOTAL HOURS:

MATERIALS DELIVERED TO SITE	DISCRIPTION	SUPPLIER

ENTERED BY: Jose Martinez TITLE: Foreman

APPROVED BY: [Signature] 7/21/25 TITLE: [Signature]  
102 Tim Hays

# PREMIER WEST

## LANDSCAPE, INC.

CE#325

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 7-17-25 THURSDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCIPTION/TRADE:

Brief description of work performed:

**MANPOWER AND EQUIPMENT:**

OVERTIME

NAME OF EMPLOYEES	TOTAL HOURS		
<u>Jose Martinez</u>	<u>3</u>	<u>Gabriel Hernandez</u>	<u>3</u>
<u>Antonio Gonzalez</u>	<u>3</u>	<u>Jorge Jimenez</u>	<u>3</u>
<u>Pedro Alonso</u>	<u>3</u>		
<u>Andres Biano</u>	<u>3</u>		

EQUIPMENT USED	TOTAL HOURS:
<u>Bobcat</u>	

MATERIALS DELIVERED TO SITE	DISCIPTION	SUPPLIER

ENTERED BY: Jose Martinez TITLE Foreman

APPROVED BY: [Signature] 7/21/25 TITLE: \_\_\_\_\_  
102 Tim Hatt

# PREMIER WEST

## LANDSCAPE, INC.

CE# 365

DAILY REPORT

TIME AND MATERIAL

PWL JOB NO #

Date: 7-18-25 FRIDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRIPTION/TRADE:

Brief description of work performed:

MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	OVERTIME		Hours
	TOTAL HOURS		
Jose Martinez	4	Gabriel Hernandez	4
Antonio Gonzalez	4	Jorge Jimenez	4
Pedro Aleman	4		
Andres Riano	4		

EQUIPMENT USED	TOTAL HOURS:
Blow /	
Bulldozer	

MATERIALS DELIVERED TO SITE	DISCRIPTION	SUPPLIER

ENTERED BY: IOE Timothy TITLE: Operator

APPROVED BY: [Signature] 7/21/25. TITLE: \_\_\_\_\_

# PREMIER WEST

## LANDSCAPE, INC.

DAILY REPORT

TIME AND MATERIAL

CE# 325

PWL JOB NO #

Date: 7-19-25 SATURDAY

JOB NAME: Rose Ave Elementary School

DAILY WORK DISCRPTION/TRADE:

Brief description of work performed:

### MANPOWER AND EQUIPMENT:

NAME OF EMPLOYEES	TOTAL HOURS	OVERTIME	Hours
<u>Jose Martinez</u>	<u>10</u>	<u>Omer Rodriguez</u>	<u>10</u>
<u>Jon Martinez</u>	<u>10</u>	<u>Andres Riano</u>	<u>10</u>
<u>Antonio Gonzalez</u>	<u>10</u>	<u>Gabriel Hernandez</u>	<u>10</u>
<u>Pedro Aleman</u>	<u>10</u>	<u>Jose Jimenez</u>	<u>10</u>
<b>EQUIPMENT USED</b>	<b>TOTAL HOURS:</b>	<u>80</u>	
<u>Bobcat</u>	<u>10</u>		
<u>Vibratoplate</u>	<u>10</u>		

**MATERIALS DELIVERED TO SITE**      **DISCRPTION**      **SUPPLIER**

ENTERED BY: Jose Martinez      TITLE: Foreman

APPROVED BY: [Signature]      TITLE: 7/21/25

100 Tim Holt

[Signature]

**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

Change Order Request #: 414  
Date: 7-23-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 414 – Kitchen Backflow Cage Installation	
Install a cage protector around the kitchen service backflow preventer, including all necessary materials, labor, and installation.	\$ 2,629.00

- The cost of this work will be drawn from E&O Contractor Contingency:  
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Ramirez  
Date: 2025-07-23

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [Signature]  
Date: 08/20/25

OWNER - Oxnard School District

By: [Signature]

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-23-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 414 – Kitchen Backflow Cage Installation

Install a cage protector around the kitchen service backflow preventer, including all necessary materials, labor, and installation.

<b>A. Subcontractor's Cost</b>			
Burns Pacific	\$	2,403.32	
Insurance @ 1%	\$	24.28	
		<b>Subtotal B: \$</b>	<b>2,427.60</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	121.38	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>121.38</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>26.29</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>26.29</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>27.34</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 2,629.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

*Rafael Alamillo*

2025-07-23

Print Name & Title (General Contractor)

Signature

Date

**PROPOSAL FOR INSTALLATION OF KITCHEN BACKFLOW CAGE PROTECTOR**

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

**BID NO:** 5769  
**COR NO:** **REV NO:**  
**PO or RFI NO:** N/A  
**JOB NO:** 21-17  
**BID DATE:** 07/22/25  
**BID REVISION DATE:**

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

**BY:** Michael Moraga  
**CELL:**  
**OFFICE:** (805) 371-4171  
**FAX:**  
**EMAIL:** [mmoraga@burnspacific.com](mailto:mmoraga@burnspacific.com)

**SCOPE OF WORK:** Install cage protector around kitchen service backflow.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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**WORK ITEMS:**

- 1 Pour concrete pad
- 2 Install backflow cage for kitchen service

**ESTIMATED LABOR & EQUIPMENT COST:**

Laborer	8	Hrs	\$124.85	\$998.80
				\$0.00
				\$0.00
				\$0.00
			<b>LABOR TOTAL</b>	<b>\$998.80</b>
Crew Truck W/Tools	8	Hrs	\$51.00	\$408.00
			<b>EQUIPMENT TOTAL</b>	<b>\$408.00</b>

**ESTIMATED MATERIAL COST:**

Famcon Materials Quote# S100159501	1	\$630.00
Concrete/Misc. Items	1	\$150.00

\$780.00

\$0.00

MATERIAL

\$780.00

TAX 7.25%

\$56.55

**MATERIAL & TAX TOTAL**

**\$836.55**

**ESTIMATED OTHER COST:**

\$0.00

\$0.00

\$0.00

**OTHER COST TOTAL**

**\$0.00**

DIRECT COSTS SUBTOTAL

\$2,243.35

EQUIPMENT, MATERIAL & OTHER COST MARKUP 10%

\$124.46

**DIRECT COSTS TOTAL**

**\$2,367.81**

BOND FEE 1.50%

\$35.52

**GRAND TOTAL**

**\$2,403.32**

**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.



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Acknowledgement

ORDER DATE	ORDER NUMBER
07/15/2025	S100159501
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	PAGE NO.
	1 of 1

SOLD TO:

SHIP TO:

BURNS-PACIFIC  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

21-17 BURNS PACIFIC--ROSE SCHOOL  
 ROSE AVE SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4099	21-17	21-17	Rick Vasquez	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Rick Vasquez	WILL CALL	Net 30 Days	08/12/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	<b>SHIPPING INSTRUCTIONS</b> call Ed when in 805-732-8996		630.000/ea	630.00
	NSBFE200E PIPELINE PRODUCTS #BFE-200-E, GREEN BKFW CAGE,18WX42LX30H Pn: 5600			
			Subtotal	630.00
			S&H Charges	0.00
			Tax	45.68
			Pymt & Disc	0.00
			Amount Due	675.68

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

Change Order Request #: 415  
 Date: 7-24-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 415 – Contaminated Soil Removal</p> <p>Extra work was required to address contaminated soil encountered on site. Contaminated material was removed and stockpiled. Due to a shortage of suitable fill, asphalt was removed from the existing campus to supplement the material needed for subgrade. Material was processed, mixed, and hauled to complete subgrade work in the fire lane and play area. Contaminated material was properly loaded and removed from the site.</p>	<p>\$ 218,594.00</p>
--	----------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

<p><b>CONTRACTOR</b> Balfour Beatty</p> <p>By: <u>Rafael Namillo</u></p> <p>Date: <u>2025-07-24</u></p>	<p><b>ARCHITECT</b> IBI Group</p> <p>By: _____</p> <p>Date: _____</p>	<p><b>PROGRAM MANAGER</b> CFW Group, Inc.</p> <p>By: <u>[Signature]</u></p> <p>Date: <u>08/20/25</u></p>
---	---	--

OWNER - Oxnard School District

By: Kurt Pfeiffer

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	<u>Oxnard School District</u>	<b>Date:</b>	<u>7-24-2025</u>
<b>Permit Number:</b>	<u>DSA# 03-119284</u>	<b>Change Event No.:</b>	<u>365</u>
<b>Project Name:</b>	<u>Rose Ave. K-5 Reconstruction</u>		
<b>Project Number:</b>	<u>15650001</u>		
<b>To: (Program Manager)</b>	<u>Gerald Schober - CFW</u>	<b>Contract Number:</b>	<u>P22-01685</u>
<b>From: (Contractor or Design)</b>	<u>Balfour Beatty</u>	<b>Task Order Number:</b>	<u>n/a</u>

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 415 – Contaminated Soil Removal

Extra work was required to address contaminated soil encountered on site. Contaminated material was removed and stockpiled. Due to a shortage of suitable fill, asphalt was removed from the existing campus to supplement the material needed for subgrade. Material was processed, mixed, and hauled to complete subgrade work in the fire lane and play area. Contaminated material was properly loaded and removed from the site.

<b>A. Subcontractor's Cost</b>			
Summer Construction	\$	196,809.05	
Bonds @ 1.5%	\$	3,027.83	
Insurance @ 1%	\$	2,018.55	
		<b>Subtotal B: \$</b>	<b>201,855.44</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	10,092.77	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>10,092.77</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>2,185.94</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>2,185.94</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>2,273.38</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>218,594.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

<u>Rafael Alamillo, Project Manager - Balfour Beatty</u>		<u>2025-07-24</u>
Print Name & Title (General Contractor)	Signature	Date

Summer Construction, Inc.

PO Box 30  
Santa Paula CA 93061-0030  
805-933-9364

License: 597494 A

Change Order#12

Order#: 12

Order Date: 07/24/2025

**To:** Balfour Beatty Construction  
13520 Evening Creek Drive North, Suite 270,  
San Diego CA 92121

**Project:** 2130  
Rose Ave E.S Reconstruction  
220 S. Driskill Street  
Oxnard CA 93030

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

**Ordered By:**

**Customer Order:**

Specifications Attached

Description of Work	Amount
Ticket#2440- Work Performed 07/03/2025	3,301.36
Ticket#2442-Work Performed 07/07/2025	7,843.37
Ticket#2441-Work Performed 07/08/2025	8,714.63
Ticket#2444 &2446-Work Performed 07/09/2025	7,904.36
Ticket#2445-Work Performed 07/10/2025	2,461.01
Ticket#2447-Work Performed 07/11/2025	1,779.76
Ticket#2449-Work Performed 07/15/2025	6,426.38
Ticket#2454-Work Performed 07/16/2025	158,378.18

**Notes**

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change**

**196,809.05**

.....  
.....  
.....  
.....  
.....  
.....

Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2440</b>	<b>ST/OT</b>				
07/03/25	Paul Bennett- Operator/Foreman	3	\$ 101.33	\$ 30.40	\$ 33.44	\$ 367.83
	Don Bennett- Operator	3	\$ 101.33	\$ 30.40	\$ 33.44	\$ 367.83
	Steven Bennett-Operator	3	\$ 101.33	\$ 30.40	\$ 33.44	\$ 367.83
	Steven Bennett-Operator Overtime	4	\$ 134.83	\$ 53.93	\$ 59.33	\$ 652.58
	JD210L	3	\$ 78.58		\$ 23.57	\$ 259.31
	303 Mini Excavator	3	\$ 38.52		\$ 11.56	\$ 127.12
	Coastline- JD-644G Loader	INV	\$ 1,053.52		\$ 105.35	\$ 1,158.87
	ROSE AVE 2130					\$ 3,301.36

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2442</b>	<b>ST/OT</b>				
07/07/25	Joseph Aguilar- Operator/Foreman	8	\$ 98.62	\$ 78.90	\$ 86.79	\$ 954.64
	Joseph Aguilar-Operator Overtime	2	\$ 130.77	\$ 26.15	\$ 28.77	\$ 316.46
	Chris Balades-Operator	8	\$ 95.62	\$ 76.50	\$ 84.15	\$ 925.60
	Chris Balades-Operator Overtime	2	\$ 125.77	\$ 25.15	\$ 27.67	\$ 304.36
	Jesus Preciado-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Jesus Preciado-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	Hugo Ochoa-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Hugo Ochoa-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	JD210L	10	\$ 78.58		\$ 78.58	\$ 864.38
	950M Loader	10	\$ 209.48		\$ 209.48	\$ 2,304.28
	Water Truck	4	\$ 55.45		\$ 22.18	\$ 243.98
	ROSE AVE 2130					\$ 7,843.37

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2441</b>	<b>ST/OT</b>				
07/08/25	Joseph Aguilar- Operator/Foreman	8	\$ 98.62	\$ 78.90	\$ 86.79	\$ 954.64
	Joseph Aguilar-Operator Overtime	3	\$ 130.77	\$ 39.23	\$ 43.15	\$ 474.70
	Chris Balades-Operator	8	\$ 95.62	\$ 76.50	\$ 84.15	\$ 925.60
	Chris Balades-Operator Overtime	3	\$ 125.77	\$ 37.73	\$ 41.50	\$ 456.55
	Jesus Preciado-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Jesus Preciado-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	Hugo Ochoa-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Hugo Ochoa-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	JD210L	11	\$ 78.58		\$ 86.44	\$ 950.82
	950M Loader	11	\$ 209.48		\$ 230.43	\$ 2,534.71
	Water Truck	8	\$ 55.45		\$ 44.36	\$ 487.96
	ROSE AVE 2130					\$ 8,714.63

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2444 &amp; 2446</b>	<b>ST/OT</b>				
07/09/25	Joseph Aguilar- Operator/Foreman	8	\$ 98.62	\$ 78.90	\$ 86.79	\$ 954.64
	Joseph Aguilar-Operator Overtime	2	\$ 130.77	\$ 26.15	\$ 28.77	\$ 316.46
	Chris Balades-Operator	8	\$ 95.62	\$ 76.50	\$ 84.15	\$ 925.60
	Chris Balades-Operator Overtime	2	\$ 125.77	\$ 25.15	\$ 27.67	\$ 304.36
	Wilber Vazquez-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Wilber Vazquez-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	Hugo Ochoa-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	Hugo Ochoa-Laborer Overtime	2	\$ 98.33	\$ 19.67	\$ 21.63	\$ 237.96
	JD210L	10	\$ 78.58		\$ 78.58	\$ 864.38
	950M Loader	10	\$ 209.48		\$ 209.48	\$ 2,304.28
	Water Truck	5	\$ 55.45		\$ 27.73	\$ 304.98
	<b>ROSE AVE 2130</b>					<b>\$ 7,904.36</b>

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2445</b>	<b>ST/OT</b>				
07/10/25	Joseph Aguilar- Operator/Foreman	4	\$ 98.62	\$ 39.45	\$ 43.39	\$ 477.32
	Chris Balades- Operator	3	\$ 95.62	\$ 28.69	\$ 31.55	\$ 347.10
	Hugo Ochoa-Laborer	3	\$ 75.09	\$ 22.53	\$ 24.78	\$ 272.58
	JD210L	3	\$ 78.58		\$ 23.57	\$ 259.31
	950M Loader	4	\$ 209.48		\$ 83.79	\$ 921.71
	Water Truck	3	\$ 55.45		\$ 16.64	\$ 182.99
	<b>ROSE AVE 2130</b>					<b>\$ 2,461.01</b>

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2447</b>	<b>ST/OT</b>				
07/11/25	Joseph Aguilar- Operator/Foreman	6	\$ 98.62	\$ 59.17	\$ 65.09	\$ 715.98
	Wilber Vazquez-Laborer	6	\$ 75.09	\$ 45.05	\$ 49.56	\$ 545.15
	JD210L	6	\$ 78.58		\$ 47.15	\$ 518.63
	<b>ROSE AVE 2130</b>					<b>\$ 1,779.76</b>

# COASTLINE Equipment

1930 E. Lockwood St.  
Oxnard, CA 93036  
Phone: (805) 485-2106  
Fax: (805) 485-7963  
www.coastlineequipment.com

Oxnard, CA (805) 485-2106  
Lake Forest, CA (714) 265-5500  
Sylmar, CA (818) 890-3353  
Bakersfield, CA (661) 399-3600  
Long Beach, CA (562) 272-7400  
Santa Maria, CA (805) 922-8329  
Meridian, ID (208) 888-3337  
Jerome, ID (208) 324-2900  
McCall, ID (208) 634-3903  
N. Las Vegas, NV (702) 399-2700  
Elko, NV (775) 777-7070  
Las Vegas, NV (702) 253-1789



**JOHN DEERE**

Remit Payment To:  
P.O. Box 22732 Long Beach, CA 90801-5732  
Pay Online At: www.coastlineequipment.com/customer-portal

**INVOICE TO:** 11560

**USED AT:**

## RENTAL INVOICE

Summer Construction Inc.  
P.O. BOX 30  
SANTA PAULA CA 93061  
US

SAM  
ROSE AVE ELEMENTARY -  
220 S DRISKELL ST  
OXNARD CA 93030

**Invoice No:** 1262976  
**Invoice Date:** 07/24/2025  
**Contract No:** 156982  
**Billing Cycle:** 1 Days  
**Payment Type:** Account  
**Prior Invoices:** 0  
  
**Page:** 1 of 1

**Invoice Period:** 07/03/2025 to 07/03/2025

**Next Invoice Date:** 07/04/2025

### RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value Tax
110758	JOHN DEERE	644 G-TIER FOUR WHEEL LOADER	1BZ644GALPLA00141	07/03/2025 - 07/03/2025	\$835.00	\$835.00 Y

### RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
<b>Adjustment Notes:</b>						

### ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
DIESEL FUEL: ADD 11.2 GALLONS	N	Value	\$106.40	\$106.40	Y
ENVIRONMENTAL FEE(OX)	Y	% of Rental Income	3.00%	\$25.05	N

### CONTRACT INVOICE NOTES

OSC: SAM || PHONE: (805) 732-9005 || PO: PENDING  
DIESEL REFUELING FEE: \$12.50 PER GALLON || DEF REFUELING FEE: \$8.50 PER GALLON.  
ADDITIONAL COSTS: SALES TAX - OXNARD  
ENVIRONMENTAL FEE: 3.0% OF RENTAL COST || KEY REPLACEMENT: \$12.00  
TRANSPORT PROVIDED BY: CUSTOMER

<b>Customer PO No:</b> SAM-PENDING	<b>Rates:</b> Day	Week	Month	<b>Rental Income:</b>	\$835.00
<b>Customer Job No:</b>	\$835.00	\$2,500.00	\$7,500.00	<b>Adjustment Amount:</b>	\$0.00
<b>Contact Name:</b> SAM	<b>Salesperson:</b> TIM SEBEK			<b>Additional Charge Total:</b>	\$131.45
<b>Contact Phone:</b> (805) 732-9005				<b>Sales Tax:</b>	\$87.07
<b>Tax Exempt No:</b>				<b>Less Deposit:</b>	\$0.00
				<b>Invoice Total:</b>	<b>\$1,053.52</b>

### TERMS AND CONDITIONS

Refer to Equipment Rental Agreement for complete details. Rates are based on an 8-hour day, 40-hour week, and 160-hour month; excess hours will be charged on a prorated basis. Refueling fees will apply if equipment is returned with less fuel and/or DEF than rental start. Environmental fees will be charged based on percentage of rental rate. Additional costs may include excess cleaning fees and lost key replacement fee. Customer is responsible for daily maintenance and inspection, including lubrication, and air filters as needed. Equipment must be returned in as good a condition as delivered, reasonable wear excepted; if not in as good condition, customer will be invoiced for repairs. Customer must provide proof of insurance with liability (\$1,000,000 minimum) and physical damage coverage with Coastline Equipment as Loss Payee and Additional Insured. All Risk Contractor's Equipment Floater Physical Damage coverage required; limit to at least exceed the value of the equipment being rented. Terms are Net 30. A finance charge of 1.5% per month (18% annual percentage rate) will be added to all past due invoices except where prohibited by law.

Received by: ..... Date: .....

















# Strategic Services

2176 North Ventura Ave.

Ventura, CA 93001

(805) 415-7990

INVOICE # 078

Customer Name Summer Coast Date 7-15-2025 S M T W T F S

Address \_\_\_\_\_ Requested By Camillon

Time Requested 7am Telephone Number \_\_\_\_\_ P.O.# \_\_\_\_\_

Person to contact \_\_\_\_\_ Operator Antonio Job # 2130

Job Location Rose Park, La Puerta Ave

Special Instructions \_\_\_\_\_

### FOR OFFICE USE ONLY

TOTAL HOURS	HOURLY RATE	TOTAL AMT
-------------	-------------	-----------

TIME START 7am TIME END 3pm TOTAL HOURS 8.5

TRAVEL TIME \_\_\_\_\_ x2

OPERATOR OVERTIME

OTHER CHARGES

All sweepings and a suitable dump site remain the responsibility of the customer. A charge will be added to this invoice if a dump site is not provided. Payment terms are net 30 days. Past due accounts are subject to a 5% per month finance charge. The customer will be liable for any collection costs including legal fees.

Accepted BY [Signature]



# Strategic Services

2176 North Ventura Ave.

Ventura, CA 93001

(805) 415-7990

INVOICE # 079

Customer Name Summer Const Date 7-10-2025 S M T W T F S

Address \_\_\_\_\_ Requested By Cameron

Time Requested 7am Telephone Number \_\_\_\_\_ P.O.# \_\_\_\_\_

Person to contact \_\_\_\_\_ Operator Antonio Job # 2130

Job Location Rose Park School, La Puerta Ave, Oxnard

Special Instructions \_\_\_\_\_

FOR OFFICE USE ONLY		
TOTAL HOURS	HOURLY RATE	TOTAL AMT

TIME START 7am TIME END 1:30pm TOTAL HOURS 7

All sweepings and a suitable dump site remain the responsibility of the customer. A charge will be added to this invoice if a dump site is not provided. Payment terms are net 30 days. Past due accounts are subject to a 5% per month finance charge. The customer will be liable for any collection costs including legal fees.

Accepted BY [Signature]

TRAVEL TIME \_\_\_\_\_ x2  
OPERATOR OVERTIME \_\_\_\_\_  
OTHER CHARGES \_\_\_\_\_

**Summit Environmental Contractors**  
 33161 Camino Capistrano Ste F  
 San Juan Capistrano, CA 92675  
 9495424330



**BILL TO**  
 Summer Construction, Inc.  
 606 Sepse Avenue, Suite 202  
 Fillmore, CA 93015

**INVOICE 1583**

**DATE 07/18/2025 TERMS Net 30**

**DUE DATE 08/17/2025**

DESCRIPTION	QTY	RATE	AMOUNT
<b>TRANSPORTATION AND DISPOSAL OF CONTAMINATED SOIL</b>			
<b>ROSE ELEMENTARY SCHOOL</b>			
<b>OXNARD, CALIFORNIA</b>			
<b>07/15/2025 &amp; 07/16/2025</b>			
Transportation & Disposal of Contaminated Soil	1,245.42	110.00	136,996.20
Under 17 Tons for Transportation & Disposal of Contaminated Soil	13.38	110.00	1,471.80
Ticket No. 3646608 - 16.66 tons			
Ticket No. 3647095 - 16.44 tons			
Ticket No. 3647337 - 16.83 tons			
Ticket No. 3647339 - 16.74 tons			
Ticket No. 3647347 - 16.27 tons			
Ticket No. 3647355 - 16.32 tons			
Ticket No. 3647363 - 16.72 tons			
Ticket No. 3647481 - 15.09 tons			
Ticket No. 3647500 - 15.82 tons			
Ticket No. 3647502 - 15.67 tons			
Ticket No. 3647509 - 15.95 tons			
Ticket No. 3647530 - 15.25 tons			
Ticket No. 3647648 - 16.22 tons			
Ticket No. 3647672 - 15.89 tons			
Ticket No. 3647677 - 16.13 tons			
Ticket No. 3647810 - 16.62 tons			

ENTERED

#2130

**TOTAL DUE \$138,468.00**

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2449</b>	<b>ST/OT</b>				
07/15/25	Joseph Aguilar- Operator/Foreman	8	\$ 98.62	\$ 78.90	\$ 86.79	\$ 954.64
	Wilber Vazquez-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	F-250 Truck	8	\$ 40.51		\$ 32.41	\$ 356.49
	950M Loader	8	\$ 209.48		\$ 167.58	\$ 1,843.42
	Water Truck	8	\$ 55.45		\$ 44.36	\$ 487.96
	Street Sweeper	INV	\$ 1,870.00		\$ 187.00	\$ 2,057.00
	ROSE AVE 2130					\$ 6,426.38

DATE	Employee/Equip./Materials	HOURS	RATE	LABOR SURCHARGE	Mark Up	TOTAL
	<b>Ticket#2454</b>	<b>ST/OT</b>				
07/16/25	Joseph Aguilar- Operator/Foreman	8	\$ 98.62	\$ 78.90	\$ 86.79	\$ 954.64
	Wilber Vazquez-Laborer	8	\$ 75.09	\$ 60.07	\$ 66.08	\$ 726.87
	F-250 Truck	8	\$ 40.51		\$ 32.41	\$ 356.49
	950M Loader	8	\$ 209.48		\$ 167.58	\$ 1,843.42
	Water Truck	8	\$ 55.45		\$ 44.36	\$ 487.96
	Street Sweeper	INV	\$ 1,540.00		\$ 154.00	\$ 1,694.00
	Summit Environmental	INV	\$ 138,468.00		\$ 13,846.80	\$ 152,314.80
	ROSE AVE 2130					\$ 158,378.18

TOTAL: **\$196,809.05**



**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	<u>Oxnard School District</u>	<b>Date:</b>	<u>8-4-2025</u>
<b>Permit Number:</b>	<u>DSA# 03-119284</u>	<b>Change Event No.:</b>	<u>365</u>
<b>Project Name:</b>	<u>Rose Ave. K-5 Reconstruction</u>		
<b>Project Number:</b>	<u>15650001</u>		
<b>To: (Program Manager)</b>	<u>Gerald Schober - CFW</u>	<b>Contract Number:</b>	<u>P22-01685</u>
<b>From: (Contractor or Design)</b>	<u>Balfour Beatty</u>	<b>Task Order Number:</b>	<u>n/a</u>

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 417 – Pipe Bollards at La Puerta Parking Lot and Air-Vac Area

Furnish and install pipe bollards at the La Puerta parking lot and in front of the Air-Vac unit. Scope includes saw cutting and layout, excavation of four 30"x12" post holes, and setting of four steel pipes in concrete footings. Fill bollards with concrete and dome tops. Patch the base with hot asphalt and seal. Install an additional pipe bollard at the Air-Vac location. Paint all bollards to match city-specified color and finish.

<b>A. Subcontractor's Cost</b>			
Burns Pacific	\$	7,463.51	
Insurance @ 1%	\$	75.39	
		<b>Subtotal B: \$</b>	<b>7,538.90</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	376.94	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>376.94</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>81.65</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>81.65</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>84.92</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 8,165.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-04

Print Name & Title (General Contractor)

Signature

Date





Pipe Bollards  
**BURNS PACIFIC CONSTRUCTION, INC.**  
 EXTRA WORK TICKET

DATE: 7.15.25

REPORT NO. 4047

JOB NO. 21.17

LOCATION: Parking lot at Hydrant location COMPANY: OSA

JOB DESCRIPTION: Saw cut and lay out for Bollards (Bumper Steps)  
Dig out (4) 30" x 12" post holes and set 4 pipe  
in concrete footing plumb & level. Pick up materials  
and deliver

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<u>Ed Solari</u>	<u>Foreman</u>	<u>8</u>		
<u>Steven Rodriguez</u>	<u>LABORER</u>	<u>8</u>		

Materials / Equipment Rentals / Subcontractors	Ticket#
<u>Falcon Pipe &amp; Supply (Bollards)</u>	<u>SI00159421.001</u>
<u>Home Depot (Footings) CONCRETE BAGS</u>	<u>101 04 47201 07/15/2025</u>

3802

EQ ID	Equipment	Hrs.
<u>C-21</u>	<u>Utility truck</u>	<u>8</u>

BPC Foreman: 

Co. Rep. Signature: 102 Tim Hoyt 



Famcon Utility Supply, Inc.  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
07/15/2025	S100159421.001
REMIT TO: Famcon Utility Supply, Inc. 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

BURNS-PACIFIC CONSTRUCTION  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

BURNS-PACIFIC CONSTRUCTION  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
570	2117	2117	Johnny Gomez		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Manny Flores		WILL CALL	Net 30 Days	07/15/2025	07/15/2025
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
5ea	5ea	GALV400BP PIPE, 4 X 5' GALV BUMPER POST 2025/07/15 08:10:22 AM S100159421.1  Humberto F.  HUMBERTO		78.860/ea	394.30

Invoice is due by 08/14/2025

**Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.**

Subtotal	394.30
S&H Charges	0.00
Tax	28.59
Payments	0.00
Amount Due	422.89

Job # 21-17 BBC  
Daily # 250715A



EWT# 4047

**How doers  
get more done.**

W VENTURA BLVD, CAMARILLO, CA 93010  
89-9918 SCOTTMADISON@HOMEDEPOT.COM

1012 00004 47201 07/15/25 12:56 PM  
SALE CASHIER ERIN

039645100455 50# FAST SET <A>	
50LB QUIKRETE FAST-SET CONCRETE	
506.71	33.55
039645110164 60# CONCRETE <A>	
60LB QUIKRETE CONCRETE MIX	
1504.28	64.20

SUBTOTAL	97.75
SALES TAX	7.09
TOTAL	\$104.84

XXXXXXXXXXXX1087 HOME DEPOT	104.84
AUTH CODE 015562/5045100	TA

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6300 SUMMARY  
THIS RECEIPT PO/JOB NAME: 2117

2025 PRO XTRA SPEND 07/14: \$21,412.23

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

1012 07/15/25 12:56 PM



1012 04 47201 07/15/2025 3702

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES
A 11	365	07/15/2026



Pipe Bollards  
**BURNS PACIFIC CONSTRUCTION, INC.**  
 EXTRA WORK TICKET

DATE: 7.14.25

REPORT NO. 4049

JOB NO. 21.17

LOCATION: Parking lot @ La Puerta

COMPANY: BBC

JOB DESCRIPTION: Pick up Concrete and deliver to job site  
pour inside of the new bollards and dome the top  
Base pave bottom with Hot Asphalt and seal.  
Dig set and pour pipe bollard at La Puerta Front  
of the Air-vac-cane. Pour inside and dome top of  
it too. Paint all (5) pipe bollards per City Spec color

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Ed Solorio	Empl Operator	8		
<del>STED/Humberto</del> <del>FARVAN Rodriguez</del>	Laborer	8		
Chels Rodriguez	Laborer	8		

Materials / Equipment Rentals / Subcontractors	Ticket#
Home Depot (Paint)	

EQ ID	Equipment	Hrs.
C-21	Utility truck	8
BPC	Vibrating plate Compactor (Asphalt)	4

BPC Foreman:  Co. Rep. Signature: 102 Tim Hoyt  *\* ALL WORK PER CITY OF FOXHARD DEMAND*

JOB # 2117 BBC

Daily # 2507164



EWT # 4049

How doers  
get more done.

401 W VENTURA BLVD, CAMARILLO, CA 93010  
(805)389-9918 SCOTTMADISON@HOMEDEPOT.COM

1012 00061 58349 07/14/25 01:01 PM  
SALE SELF CHECKOUT

058060002953	1/2X3-3/4WED <A>	15.75
	PARAWEDGE 1/2" X 33/4" 10 PK	
020066167950	PROSAFYELL <A>	65.98
	PRO SAFETY YELLOW 100VOC GAL	
1008-043-510	GL RECYC\$ <A,U>	0.65
	PAINTCARE FEE 1GL-2GL	

SUBTOTAL	82.38
SALES TAX	5.97
TOTAL	\$88.35

XXXXXXXXXXXX1087	HOME DEPOT	88.35
AUTH CODE 014241/6612129		TA

<U> - NON-DISCOUNTABLE ITEM

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6300 SUMMARY  
THIS RECEIPT PO/JOB NAME: 2117

2025 PRO XTRA SPEND 07/13: \$21,330.50

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

1012 07/14/25 01:01 PM



1012 61 58349 07/14/2025 5302

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365 07/14/2026

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  
Change Order Request #: 418  
Date: 8-4-2025  
TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 418 – Chlorination and Bacteria Sampling of Domestic Water System	
Provide assistance with chlorination of the domestic water system, including kitchen and irrigation backflow devices. Perform chlorination and subsequent dechlorination of the domestic water system. Collect and submit bacteria samples to verify water quality and system disinfection.	\$ 14,327.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Plamillo</u>	By: _____	By: <u>scott burkett</u> recommended
Date: <u>2025-08-04</u>	Date: _____	Date: <u>8-4-2025</u>

OWNER - Oxnard School District

By: Kurt Pfeiffer Date: 8/13/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-4-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 418 – Chlorination and Bacteria Sampling of Domestic Water System

Provide assistance with chlorination of the domestic water system, including kitchen and irrigation backflow devices. Perform chlorination and subsequent dechlorination of the domestic water system. Collect and submit bacteria samples to verify water quality and system disinfection.

<b>A. Subcontractor's Cost</b>			
Burns Pacific	\$	13,097.66	
Insurance @ 1%	\$	132.30	
		<b>Subtotal B: \$</b>	<b>13,229.96</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	661.50	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>661.50</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>143.27</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>143.27</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>149.00</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>14,327.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-08-04
Print Name & Title (General Contractor)	Signature	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](mailto:ralamillo@balfourbeattyus.com)

**BID NO:** 5769  
**COR NO:** 61      **REV NO:**  
**PO or RFI NO:** N/A  
**JOB NO:** 21-17  
**BID DATE:** 07/14/25  
**BID REVISION DATE:**  
  
**BY:** Michael Moraga  
**CELL:**  
**OFFICE:** (805) 371-4171  
**FAX:**  
**EMAIL:** [mmoraga@burnspacific.com](mailto:mmoraga@burnspacific.com)

**SCOPE OF WORK:** Disinfection of the water piping system for Rose Avenue Elementary School project.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
<b>WORK ITEMS:</b>				
1				
<b>ESTIMATED LABOR &amp; EQUIPMENT COST:</b>				
1	16	Laborer	Hrs \$124.85	\$1,997.60
			<b>LABOR TOTAL</b>	<b>\$1,997.60</b>
			<b>EQUIPMENT TOTAL</b>	<b>\$0.00</b>
<b>ESTIMATED MATERIAL COST:</b>				
			MATERIAL	\$0.00
			TAX 9.75%	\$0.00
			<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$0.00</b>
<b>ESTIMATED OTHER COST:</b>				
		Southwest Chlorination, Inc. Inv.# 7597	LS \$9,915.00	\$9,915.00
				\$0.00
				\$0.00
			<b>OTHER COST TOTAL</b>	<b>\$9,915.00</b>
			DIRECT COSTS SUBTOTAL	\$11,912.60
			EQUIPMENT, MATERIAL & OTHER COST MARKUP 10%	\$991.50
			<b>DIRECT COSTS TOTAL</b>	<b>\$12,904.10</b>
			BOND FEE 1.50%	\$193.56
			<b>GRAND TOTAL</b>	<b>\$13,097.66</b>

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE LEVELED IN PLACE ONSITE WITH NO HAULL OFF
2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS
4. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS

= CHLORINATION =  
**BURNS PACIFIC CONSTRUCTION, INC.**

**EXTRA WORK TICKET**

DATE: 7/15/25 ~~7/16/25~~



REPORT NO. 4048  
5054

JOB NO. 21-17

LOCATION: RE CHLORINATION

COMPANY: OSD

JOB DESCRIPTION: Assist Southwest With Chlorination of Domestic Water, Kitchen, and Irrigation BFD, Open Doors and Lock, Install Warning signs, Help with Hoses and Same at de Chlorination Time AND BACT TESTING.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Humberto Farfan 7-15-25	Laborer	8		
Humberto Farfan 7-16-25	Laborer	8		

Materials / Equipment Rentals / Subcontractors	Ticket#

EQ ID	Equipment	Hrs.

BPC Foreman:

Co. Rep. Signature:

**SOUTHWEST CHLORINATION, INC.**

5739 Kanan Rd #282  
 Agoura Hills, CA 91301  
 (818) 707-4437

**Invoice**

Date	Invoice #
7/21/2025	7597

Bill To
Burns Pacific Construction 3541 Old Conejo Rd. Ste. 114 Newbury Park, CA 91320

Job Location
Oxnard, CA.

Ordered By	Job No.	Terms	Start Date	Completion Date	Due Date	Phone
Ed	2117	Net 30	7/15/2025	7/18/25	8/20/2025	805-371-4171

Description	Amount
Chlorination of domestic water system 7/15/25	845.00
Dechlorination of domestic water system 7/16/25	845.00
Bacteria Samples SILL#49528179-0	8,170.00
Delivery of bacteria samples to our laboratory	55.00

1. Payment in full is due within 30 days of receipt of the SCI invoice.  
 2. All legal fees, court costs, and collection fees to be paid for by the customer requesting service, in case of default on the terms of this agreement.

<b>Total</b>	<b>\$9,915.00</b>
--------------	-------------------

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Change Order Request #: 419  
 Date: 8-4-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 419 – Sidewalk and Curb Repairs on Driskill	
Perform sidewalk and curb repairs along Driskill. Scope includes repairing divots, scuffs, cracks, and other damaged areas in the concrete at walks and curbs to restore a uniform, safe, and finished surface.	\$ 1,853.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty  By: <u>Rafael Ramirez</u> Date: <u>2025-08-04</u>	ARCHITECT IBI Group  By: _____ Date: _____	PROGRAM MANAGER CFW Group, Inc.  By: <u>scott burkett</u> recommended Date: <u>8-4-2025</u>
--	--	---

OWNER - Oxnard School District

By: Kurt Rifo Date: 8/13/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-4-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 419 – Sidewalk and Curb Repairs on Driskill

Perform sidewalk and curb repairs along Driskill. Scope includes repairing divots, scuffs, cracks, and other damaged areas in the concrete at walks and curbs to restore a uniform, safe, and finished surface.

<b>A. Subcontractor's Cost</b>			
Burns Pacific	\$	1,693.67	
Insurance @ 1%	\$	17.11	
		<b>Subtotal B: \$</b>	<b>1,710.78</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	85.54	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>85.54</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>18.53</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>18.53</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>19.27</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 1,853.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-04

Print Name & Title (General Contractor)

Signature

Date





**DRISKILL SIDEWALK & CURB Patching, Repairs**  
**BURNS PACIFIC CONSTRUCTION, INC.**

**EXTRA WORK TICKET**

CITY inspector Walk through  
 Damages

DATE: 7-17-25  
THURSDAY

REPORT NO. 4052  
5052-  
 JOB NO. 21-17

LOCATION: DRISKILL St. Sidewalk & curb Repair COMPANY: BBY/000

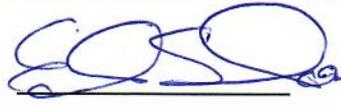
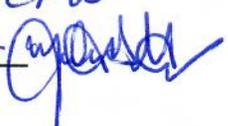
JOB DESCRIPTION: Repair Divots, scuffs, cracks & other Damaged  
Concrete at walks & curb. CITY inspectors direction at  
Final walk through JOB at DRISKILL & some on La Puerta.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<u>Alberto Sanchez</u>	<u>LABORER</u>	<u>8</u>	<u>1</u>	

Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
<u>P01D</u>	<u>Utility Pick up TRK</u>	

PER CITY DEMAND -  
 APPROVED BY CFW

BPC Foreman:  Co. Rep. Signature: 102 Tim Hoyt 



**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-4-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 420 – Overtime for Cleaning and Seal Coating  
 Provide overtime labor to complete cleaning and seal coating of 61,000 SF on Friday, 7/18.

<b>A. Subcontractor's Cost</b>			
BC Rincon	\$	1,358.83	
O&P @ 10%	\$	135.88	
Insurance @ 1%	\$	15.10	
		<b>Subtotal B: \$</b>	<b>1,509.81</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	75.49	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>75.49</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>16.36</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>16.36</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>17.01</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 1,636.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-04

Print Name & Title (General Contractor)

Signature

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 #:** 21-198 **CCO#26**

**DATE:** 7/23/2025

**TO:** Balfour Beatty  
 13520 Evening Creek Drive, North #270  
 San Diego, CA 92128

**PROJECT:** Rose Avenue Elementary School  
 220 South Driskill Street  
 Oxnard, CA 93030

**DESCRIPTION:** Overtime to complete Clean & Seal on Friday 7/18/2025

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) 3 Laborers - 3.5 OT Hrs Ea.	10.5	Hrs	127.5	\$1,338.75

<b>Total:</b>	<b>\$1,338.75</b>
<b>Bond Rate 1.5%</b>	<b>\$20.08</b>
<b>Subtotal:</b>	<b>\$1,358.83</b>

Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$183,006.23</u>
This Request	<u>\$1,358.83</u>
Other Pending Request	<u>\$32,680.00</u>
Total Contract With This Change Order	<u>\$604,365.06</u>

Authorized Signature: Robert Noel  
 BC Rincon Construction

Date: 7-23-2025

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

6:00

7:00

CCO#26

### BC RINCON CONSTRUCTION INC. - JOB DAILY

Foreman is responsible for daily, all receipts, all material tickets AND measurements every day.

<b>CUSTOMER</b>	Balfour Beatty	<b>DATE:</b>	Friday, July 18, 2025
<b>CONTACT:</b>	Alex (805) 400-5787	<b>FOREMAN:</b>	Alex
<b>JOB NUMBER:</b>	#21-198	<b>WEATHER:</b>	Nice/ cooler, overcast
<b>JOB ADDRESS:</b> 220 S Driskill St, Oxnard			
Seal			

EMPLOYEE	EQUIPMENT	#	HOURS	OP/LBR	
Javier	Tool Truck	1	11 2/2		Clean & Seal 1 Coat 61,000 sf
Carlos	Patch Truck		11 1/2		
Gabriel	Skiploader		11 2/2		
	Roller small/large				
<i>Ismael</i>	Skid Steer		4		
	Water Truck				Bring material to put on oil spots per inspector
	Pulverizer				Before sealing
	Leeboy / Paver				
	Seal Wagon	1			
	BlawKnox				
	Seal Truck	1			
	Sweeper				
	Berm Mach.				
	End Dump				
	Hot Pot				

Wheel Done

SUPPLIER	TONNAGE USED	JOB MEASUREMENTS
VULCAN		
CEMEX		
BLUE DIAMOND		
GRANITE		

ADDITIONAL NOTES:

FOREMAN SIGNATURE:

T&M - CONTRACTOR SIGNATURE FOR T&M WORK:

In the event of failure to pay customer will assume all court and attorney fees incurred by BC RINCON CONSTRUCTION, INC.

in the collection process.



**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-5-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 421 – Irrigation and Domestic Water Modifications for 3" Backflow Device Installation at Driskill

This change order includes excavation and exposure of fittings, valves, and main line piping to verify connection points for a new 3" irrigation backflow device, including exposing the tee to eliminate the existing 4" device. Work also includes tunnel excavation beneath the sidewalk to access the 4" water main, installation of a transition coupling, reducing fittings, spool riser, and a concrete thrust block, followed by sand backfill and compaction. The domestic line will be exposed to remove the existing riser and cap two 3" connections. At the Driskill location, 3" pipe stands will be installed, and the backflow device will be plumbed for chlorination and certification per city code.

<b>A. Subcontractor's Cost</b>			
Burns Pacific	\$	21,356.46	
Insurance @ 1%	\$	215.72	
		<b>Subtotal B: \$</b>	<b>21,572.18</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	1,078.61	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>1,078.61</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>233.61</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>233.61</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>242.95</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 23,361.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-05

Print Name & Title (General Contractor)

Signature

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

**BID NO:** 5769  
**COR NO:** 60 **REV NO:**  
**PO or RFI NO:** N/A  
**JOB NO:** 21-17  
**BID DATE:** 06/26/25  
**BID REVISION DATE:**

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

**BY:** Michael Moraga  
**CELL:** (805) 320-0518  
**OFFICE:** (805) 371-4171  
**EMAIL:** [mmoraga@burnspacific.com](mailto:mmoraga@burnspacific.com)

**SCOPE OF WORK:** Irrigation Backflow and Domestic Backflow Riser & Valve on Driskill. Additional work requested by the City and confirmed by Gerald at CFW.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
<b>WORK ITEMS:</b>				
06/26/25 Report No. 4037	1	LS	2,581.32	\$2,581.32
06/27/25 Report No. 4038	1	LS	3,415.36	\$3,415.36

<b>Direct Costs Total</b>		<u>\$5,996.68</u>
<b>Bond Fee</b>	1.50%	<u>\$89.95</u>
<b>GRAND TOTAL</b>		<u><b>\$6,086.63</b></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.
7. THIS COR IS IN ADDITION TO CONTRACT SCHEDULE OF VALUES LINE ITEM 22 OFF-SITE STORM DRAIN.

## Renee Bronson

---

**From:** Gerald Schober <gschober@cfwinc.com>  
**Sent:** Wednesday, June 25, 2025 11:33 AM  
**To:** Timothy Hoyt; Maria Moraga  
**Cc:** Mike Moraga; Ed Solorio; Renee Bronson; Alex Garcia; Rafael Alamillo; Filbert Carbajal; Scott Burkett  
**Subject:** RE: Rose Ave ES\_RFI 612 Confirmation of Irrigation Backflow Modifications

External (gschober@cfwinc.com)

[Report This Email](#) [FAQ](#) [GoDaddy Advanced Email Security](#). Powered by INKY

Maria

It was noted yesterday by CFW that is additional work requested by the City. Timm will be tracking the time as noted.



**Gerald Schober**  
*Vice President, Implementation Services*

Caldwell Flores Winters, Inc.  
521 N. 1st Avenue, Arcadia, CA 91006  
Office: (626) 829-8300  
Direct: (626) 829-8701  
[gschober@cfwinc.com](mailto:gschober@cfwinc.com)  
[www.cfwinc.com](http://www.cfwinc.com)

---

**From:** Timothy Hoyt <[timhoyt5@yahoo.com](mailto:timhoyt5@yahoo.com)>  
**Sent:** Wednesday, June 25, 2025 11:31 AM  
**To:** Maria Moraga <[mgoraga@burnspacific.com](mailto:mgoraga@burnspacific.com)>  
**Cc:** Mike Moraga <[mmoraga@burnspacific.com](mailto:mmoraga@burnspacific.com)>; Ed Solorio <[esolorio@burnspacific.com](mailto:esolorio@burnspacific.com)>; Renee Bronson <[rbronson@burnspacific.com](mailto:rbronson@burnspacific.com)>; Alex Garcia <[alexgarcia@balfourbeattyus.com](mailto:alexgarcia@balfourbeattyus.com)>; Rafael Alamillo <[ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com)>; Filbert Carbajal <[fcarbajal@balfourbeattyus.com](mailto:fcarbajal@balfourbeattyus.com)>; Scott Burkett <[sburkett@cfwinc.com](mailto:sburkett@cfwinc.com)>; Gerald Schober <[gschober@cfwinc.com](mailto:gschober@cfwinc.com)>; Tim Hoyt <[timhoyt5@yahoo.com](mailto:timhoyt5@yahoo.com)>  
**Subject:** Re: Rose Ave ES\_RFI 612 Confirmation of Irrigation Backflow Modifications

Yes we talked this morning with Alex. I will track time only. Cost and validity to be determined by AOR and CFW.

*Tim Hoyt*

Project Inspector, DSA Class 1  
TIM HOYT CONSTRUCTION SERVICES, Inc.  
805-443-3002

On Wednesday, June 25, 2025 at 08:50:37 AM PDT, Maria Moraga <[mgoraga@burnspacific.com](mailto:mgoraga@burnspacific.com)> wrote:

Good Morning Tim,



BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

Rose E.S.

DATE: 6.26.25 IRRIGATION BACKFLOW REPORT NO. 4037

THURSDAY RISER & VALVE JOB NO. 21.17

LOCATION: 220 S DRISKILL ST. 3" IRRIGATION BFD COMPANY: Balpan Beatty

JOB DESCRIPTION: Excavate & expose fittings, valves and main line to determine separation and connection of 3" Irrigation Backflow Device.

NOTE: Electrical and cable conduits in conflict so mostly hand digging for exposing utilities, before using mini excavator.

Table with 5 columns: Labor, Classification, ST Hrs., OT Hrs., DT Hrs. Includes entries for F. Moreno (Operator) and H. Farfan (Labourer).

Table with 2 columns: Materials / Equipment Rentals / Subcontractors, Ticket#. Includes entry for (1) mini Ex mobilization (ONE DAY).

Table with 3 columns: EQ ID, Equipment, Hrs. Includes entries for C. 21 (UTILITY TRK) and 305.5 (CAT mini).

NOTE: BPC Foreman: [Signature] Co. Rep. Signature: [Signature] \* TIME VERIFICATION ONLY! \* CONTRACT WORK - BID PLAN SHEET L2.02 INDICATES ALL NEW UG VALVE, RISER & BACKFLOW DEVICE (5/L3.01) FROM P.O.C. NEAR BACK OF SIDEWALKS



Rose Avenue Elementary School  
**BURNS PACIFIC CONSTRUCTION, INC.**

**EXTRA WORK TICKET**

DATE: 6.27.25 FRIDAY

REPORT NO. 4038

DOMESTIC BACKFLOW RISER & VALVE

JOB NO. 21-17

LOCATION: 720 S DUSKILL AVE

COMPANY:

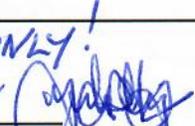
JOB DESCRIPTION: Exposed all fittings, valves and the TEE, where new tie-in point is proposed for both eliminating 4" backflow and hook up to 3" Sanitation

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
F. Moreno	Operator	8		
H. Farfan	Labourer	8		

Materials / Equipment Rentals / Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
C. 21	UTILITY TRUCK	8
305.5	CAT mini ex	8

BPC Foreman: 

\* VERIFICATION OF TIME ONLY!  
 Co. Rep. Signature:  IOR Tim Hoyt

INDICATES (KEYNOTE 14) TO REMOVE (E) WATER LINE, BACKFLOW, VALVES, METER, VAULTS AND CAP END OF DOMESTIC WATER LINE AT PROPERTY LINE. \* CONTRACT WORK - BID PLAN sheet C 301





# BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

*Comply to City Specs*

DATE: 7-2-25  
WEDNESDAY

REPORT NO. 4040

JOB NO. 21-17

LOCATION: 220 S. Diliskill St. Irrigation BFD COMPANY: \_\_\_\_\_

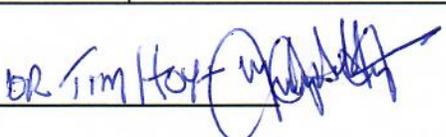
JOB DESCRIPTION: Tunnel back under sidewalk expose 4" water main behind TEE, cut and install transition Coupler, pipe and reducing Fittings and SPOOL Riser. Pour thrust blocks

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
E. Solorio	Fore/operation	8		
F. Moreno	Operation	8		
H. Farpán	Pipelayer	8		
S. Rodriguez	Laborer	8		

Materials / Equipment Rentals / Subcontractors	Ticket#
Falcon Pipe & Supply	5100158375.002
	5100158664.001
LOWES THRUSTBLOCKS	764595547 07-02-25

EQ ID	Equipment	Hrs.
D05-5	CAT EXCAVATOR	8
C-21	UTILITY TRK.	8

BPC Foreman: 

Co. Rep. Signature: 



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
07/01/2025	S100158375.002	
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036		1 of 1

BILL TO:

SHIP TO:

BURNS-PACIFIC  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

21-17 BURNS PACIFIC--ROSE SCHOOL  
 ROSE AVE SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4099	21-17	21-17	Rick Vasquez	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Manny Flores	WILL CALL	Net 30 Days	07/01/2025	06/30/2025
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	46104 4" 461 QUANTUM COUPLING, 4.46 - 5.60 RANGE, EPOXY COATED BLUE BOLTS , #461-04460560-000	215.000/ea	215.00
2ea	2ea	FFRG0318 GASKET, F.F. RUBBER 3 X 1/8", 150#	2.250/ea	4.50
4ea	4ea	FFRG0418 GASKET, F.F. RUBBER 4 X 1/8", 150#	2.750/ea	11.00
2ea	2ea	2300 SET, 2" & 3" BOLT & NUT ZINC PLATED 150# 5/8 X 2-3/4	4.500/ea	9.00
2ea	2ea	12300 2"-3" T304 150# FLG BOLT SET	8.130/ea	16.26
2ea	2ea	14000 4" 304SS 150# BOLT & NUT SET	15.000/ea	30.00
1ea	1ea	MF90040 BEND, MJXFE 90 DEG DI L/ACC 4", C110	257.000/ea	257.00
1ea	1ea	F90030 ELBOW, FLG. END CL 90 DEG 3"	99.000/ea	99.00
1ea	1ea	FCR0430 REDUCER, FE CONCENTRIC CL 4X3"	127.000/ea	127.00
1ea	1ea	FFDIS0372 3" X 6'-0" FLG X FLG D.I. SPOOL	1239.000/ea	1239.00
		2025/06/30 09:38:38 AM S100158375.2		
				
		EDDIE		

Invoice is due by 07/31/2025

**Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there  
 will be a 3% fee.**

Subtotal	2007.76
S&H Charges	0.00
Tax	145.56
Payments	0.00
Amount Due	2153.32



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
07/02/2025	S100158664.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

BURNS-PACIFIC  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

21-17 BURNS PACIFIC--ROSE SCHOOL  
 ROSE AVE SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4099	2117	2117	Rick Vasquez		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Manny Flores		WILL CALL	Net 30 Days	07/02/2025	07/02/2025
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	1ea	2004PVP 4" PACKAGED MEGA-LUG FOR PVC #1500 (#PVCPK4004) 2025/07/02 11:32:05 AM S100158664.1		73.000/ea	73.00
		 EDDIE			

Invoice is due by 08/01/2025

**Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there  
 will be a 3% fee.**

Subtotal	73.00
S&H Charges	0.00
Tax	5.29
Payments	0.00
Amount Due	78.29

21-17  
EWT# 4040



LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC  
301 WEST GONZALES ROAD  
OXHARD, CA 93036 (805) 981-2330

- SALE -

SALES#: S1941GWP 5173002 TRANS#: 764595547 07-02-25

10437 QUIKRETE 50-LB FAST-SET C 97.05  
6.81 DISCOUNT EACH -0.34  
15 @ 6.47

SUBTOTAL 97.00  
TOTAL TAX: 8.98  
INVOICE 95992 TOTAL: 106.03  
VISA: 106.03

TOTAL SAVINGS THIS TRIP: \$5.10

VISA: XXXXXXXXXXXX4588 AMOUNT: 106.03 AUTHCD: 026466  
CHIP REFID:194102992326 07/02/25 10:14:19  
CUSTOMER CODE: 2117  
TVR : 8080008000  
TS1 : 6800 AID : A0000000031010

STORE: 1941 TERMINAL: 02 07/02/25 10:14:32  
# OF ITEMS PURCHASED: 15  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.  
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS

\*\*\*\*\*!\*\*\*\*\*

\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*  
\* ENTRE EN EL SORTEO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*  
\* ENTER BY COMPLETING A SHORT SURVEY \*  
\* WITHIN ONE WEEK AT \*  
\* \*\*\*\*\*



3" Irrigation BFD  
**BURNS PACIFIC CONSTRUCTION, INC.**

EXTRA WORK TICKET *Comply to city spec's*

DATE: 7.3.25  
THURSDAY

REPORT NO. 4041  
 JOB NO. 2117

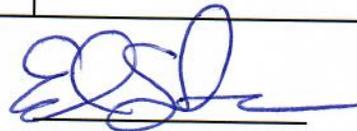
LOCATION: 220 S DRISKILL ST. Irrigation BFD COMPANY: \_\_\_\_\_

JOB DESCRIPTION: sand backfill and Compact New 3" Risen For Irrigation BFD.  
Dio And expose Domestic line Remove Risen and Cap two 3" inch Connections to Old Domestic BFD.  
Backfill and Compact.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
E. Solonio	Fore/Operator	8		
F. Moreno	Operator	8		
A. Sanchez	Laborer	8		

Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
305.5	CAT mini excavator	8
C-21	Utility TRK.	8

BPC Foreman: 

Co. Rep. Signature: Job Tim Hoyt 





3' Unit BFD

# BURNS PACIFIC CONSTRUCTION, INC.

## EXTRA WORK TICKET

2205 DRISKILL

DATE: 7.14.25

Monday

REPORT NO. 4046

JOB NO. 21-17

LOCATION: 2205 DRISKILL ST. 3" BFD irrigation

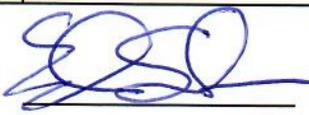
COMPANY: OSD

JOB DESCRIPTION: Plumb BFD For Certification and clearing  
Fit and Install 3 PIPE STANDS ON BFD PER City CODE  
Request. Ask HOME to NEW PAD.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
H. Farfan	LABORER	4		
E. Colonio	Pipe Operator	4		

Materials / Equipment Rentals /Subcontractors	Ticket#
<u>Fannon Pipe &amp; Supply #</u>	

EQ ID	Equipment	Hrs.
<u>C-21</u>	<u>UTILITY Crew TRUCK</u>	<u>4</u>

BPC Foreman: 

Co. Rep. Signature: 102 Tim Hoyt 



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
07/07/2025	S100158808.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

BURNS-PACIFIC  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

21-17 BURNS PACIFIC--ROSE SCHOOL  
 ROSE AVE SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4099	2117	2117	Rick Vasquez	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
John Aranda	WILL CALL	Net 30 Days	07/07/2025	07/07/2025
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	2ea	4APS 4" ADJUSTABLE PIPE SUPPORT PS100-S-30-PC 2025/07/07 08:29:40 AM S100158808.1 	85.500/ea	171.00

Invoice is due by 08/06/2025

**Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there  
 will be a 3% fee.**

Subtotal	171.00
S&H Charges	0.00
Tax	12.40
Payments	0.00
Amount Due	183.40



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

INVOICE DATE	INVOICE NUMBER
07/09/2025	S100159032.001
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

BURNS-PACIFIC  
 3541 Old Conejo Road, Suite 114  
 NEWBURY PARK, CA 91320

21-17 BURNS PACIFIC--ROSE SCHOOL  
 ROSE AVE SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4099	2117	2117	Rick Vasquez		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
John Herrington		WILL CALL	Net 30 Days	07/09/2025	07/09/2025
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	1ea	4APS 4" ADJUSTABLE PIPE SUPPORT PS100-S-30-PC 2025/07/09 10:38:05 AM \$100159032.1		85.500/ea	85.50

Invoice is due by 08/08/2025

**Past Due invoices may be subject to 1.50% late charge.  
 Thank you for your business. If this invoice is paid by credit card, there  
 will be a 3% fee.**

Subtotal	85.50
S&H Charges	0.00
Tax	6.20
Payments	0.00
Amount Due	91.70

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

Change Order Request #: 422  
 Date: 8-5-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 422 – Signage and Striping Revisions per Updated Sheet 8	\$ 33,065.00
This change order includes additional and revised signage and striping per updated Sheet 8. Scope includes mobilization, red curb painting, installation of right-turn arrow delineators set in epoxy, Caltrans R3-5R "Right Turn Only" sign, in-street pedestrian signs set in epoxy, Bus Stop Sign R25F (CA), Crosswalk Sign SW24-1 (CA), and 1'8" x 1'8" Tow Away signs with concrete cores. Thermoplastic scope includes installation of "Slow" and "School Xing" markings, grinding of existing crosswalks, redoing the ladder crosswalk, and installation of a new ladder crosswalk.	

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance 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: scott burkett recommended  
 Date: 2025-08-05 Date: \_\_\_\_\_ Date: 8-7-2025

OWNER - Oxnard School District

By: Kesha Rife Date: 8/13/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	<u>Oxnard School District</u>	<b>Date:</b>	<u>8-5-2025</u>
<b>Permit Number:</b>	<u>DSA# 03-119284</u>	<b>Change Event No.:</b>	<u>365</u>
<b>Project Name:</b>	<u>Rose Ave. K-5 Reconstruction</u>		
<b>Project Number:</b>	<u>15650001</u>		
<b>To: (Program Manager)</b>	<u>Gerald Schober - CFW</u>	<b>Contract Number:</b>	<u>P22-01685</u>
<b>From: (Contractor or Design)</b>	<u>Balfour Beatty</u>	<b>Task Order Number:</b>	<u>n/a</u>

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 422 – Signage and Striping Revisions per Updated Sheet 8

This change order includes additional and revised signage and striping per updated Sheet 8. Scope includes mobilization, red curb painting, installation of right-turn arrow delineators set in epoxy, Caltrans R3-5R “Right Turn Only” sign, in-street pedestrian signs set in epoxy, Bus Stop Sign R25F (CA), Crosswalk Sign SW24-1 (CA), and 1'8" x 1'8" Tow Away signs with concrete cores. Thermoplastic scope includes installation of “Slow” and “School Xing” markings, grinding of existing crosswalks, redoing the ladder crosswalk, and installation of a new ladder crosswalk.

<b>A. Subcontractor's Cost</b>			
BC Rincon	\$	27,479.68	
O&P @ 10%	\$	2,747.97	
Insurance @ 1%	\$	305.33	
		<b>Subtotal B: \$</b>	<b>30,532.98</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A	\$	1,526.65	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>1,526.65</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>330.65</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>330.65</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>343.88</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>33,065.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-08-05

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 #:** 21-198 **CCO#28**

**DATE:** 8/4/2025

**TO:** Balfour Beatty  
 13520 Evening Creek Drive, North #270  
 San Diego, CA 92128

**PROJECT:** Rose Avenue Elementary School  
 220 South Driskill Street  
 Oxnard, CA 93030

**DESCRIPTION:** Added and Changed Signage & Striping Based on Sheet 8 - Received on 7/31/2025.

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Added/Changed Signage & Striping:	1	L/S	\$ 27,073.58	\$27,073.58
Mobilize				
Red Curb	115	LF		
Spay Red Curb City Gray	250	LF		
12" No Parking	2	EA		
Right Turn Arrow	1	EA		
Delineators Set in Epoxy	10	EA		
Cal Trans R3-5R "Right Turn Only"	1	EA		
In Street Pedestrian Sign set in Epoxy	2	EA		
Bus Sign R25F (ca)	2	EA		
Cross Walk Sign SW24-1 (ca)	2	EA		
Tow Away Sign 1'8"x1'8"	2	EA		
Concrete Cores	6	EA		
<b>Thermo Plastic:</b>				
Mobilization	1	EA		
Slow School Xing	2	EA		
Re Do Ladder Cross Walk	2	EA		
New Ladder Crosswalk	1	EA		
Grind Existing Cross Walk	1	EA		
			<b>Total:</b>	<b>\$27,073.58</b>
			<b>Bond Rate 1.5%</b>	<b>\$406.10</b>
			<b>Subtotal:</b>	<b>\$27,479.68</b>

Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$183,006.23</u>
This Request	<u>\$27,479.68</u>
Other Pending Request	<u>\$42,370.24</u>
<b>Total Contract With This Change Order</b>	<b><u>\$630,485.91</u></b>

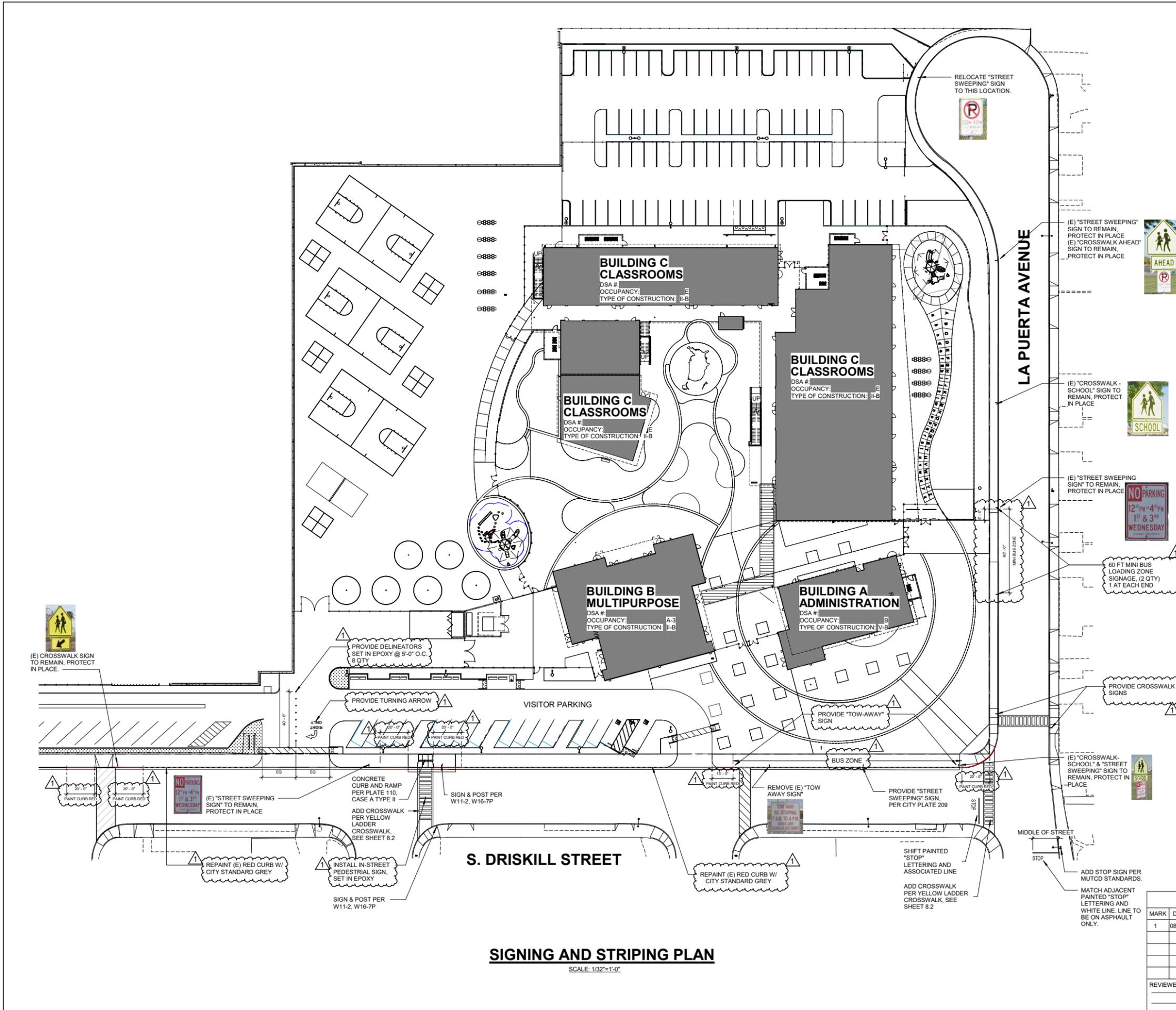
Authorized Signature: Robert Noel  
 BC Rincon Construction

Date: 8-4-2025

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**GENERAL NOTES**

1. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING
2. ALL SIGNAGE SHALL BE INSTALLED OR RESET PER CITY PLATE 204
3. ALL NEW STRIPING SHALL BE THERMOPLASTIC
4. ALL ROADSIDE SIGNAGE, MARKINGS, AND MARKERS SHALL BE IN CONFORMANCE WITH CITY OF OXNARD STANDARD PLANS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE MUTCD.

**SIGNS AND STRIPING LEGEND**

**SIGN POSITION AND PLACEMENT - CITY PLATE 204**

**STREET SWEEPING SIGN - CITY PLATE 209**

**MINI BUS LOADING ZONE SIGN**

**IN-STREET PEDESTRIAN SIGN**

**CROSS-WALK SIGN**

**TOW-AWAY NO STOPPING SIGN**

**YELLOW LADDER CROSSWALK - A24F**

**TURNING ARROW**

**AS-BUILT CERTIFICATE**

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. \_\_\_\_\_ SHEET No. \_\_\_\_\_ AS "RECORD DRAWINGS", 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				
MARK	DATE	DESCRIPTION	BY	
1	08/01/25	CHANGES TO STRIPING AND SIGNAGE		

DESIGNED BY: Author  
 CHECKED BY: Checker

DATE \_\_\_\_\_ DATE \_\_\_\_\_

SCALE: HORIZ: \_\_\_\_\_ VERT: \_\_\_\_\_

SHEET No. 8 OF 8  
 DRAWING NUMBER \_\_\_\_\_

**SIGNING AND STRIPING PLAN**  
 SCALE: 1/32"=1'-0"

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

Change Order Request #: 423 R2  
Date: 8-19-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 423 R2 – Playground Game Striping – Hopscotch, Four Square, & Tricycle Track  Provide and install playground striping, including the layout and painting of Hopscotch, Four Square, and a Tricycle Track in the designated playground area.	\$ 1,817.00
--	-------------

- The cost of this work will be drawn from E&O Contractor Contingency:  
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: [Signature]

Date: 2025-08-19

Date: \_\_\_\_\_

Date: 08/20/25

OWNER - Oxnard School District

By: [Signature]

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-19-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 423 R2 – Playground Game Striping – Hopscotch, Four Square, & Tricycle Track  
 Provide and install playground striping, including the layout and painting of Hopscotch, Four Square, and a Tricycle Track in the designated playground area.

<b>A. Subcontractor's Cost</b>			
BC Rincon	\$	1,509.89	
O&P @ 10%	\$	150.99	
Insurance @ 1%	\$	16.78	
		<b>Subtotal B: \$</b>	<b>1,677.66</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	83.88	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>83.88</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>18.17</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>18.17</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>18.90</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 1,817.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

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

  
 Signature 2025-08-19  
 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 #:** 21-198 **CCO#31 R1**

**DATE:** 8/19/2025

**TO:** Balfour Beatty

13520 Evening Creek Drive, North #270

San Diego, CA 92128

**PROJECT:** Rose Avenue Elementary School

220 South Driskill Street

Oxnard, CA 93030

**DESCRIPTION:** Striping for playground area.

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Striping in Playground Area:	1	L/S	\$ 1,488.00	\$1,488.00
Mobilize	1	L/S		
Tricycle Track	400	LF		
Hop Scotch	2	LF		
Four Square	2	EA		

<b>Total:</b>	<b>\$1,488.00</b>
<b>Bond Rate 1.5%</b>	<b>\$22.31</b>
<b>Subtotal:</b>	<b>\$1,509.89</b>

Original Contract	\$420,000.00
Other Approved Change Orders	\$183,006.23
This Request	\$1,509.89
Other Pending Request	\$69,849.92
Total Contract With This Change Order	\$604,516.12

Authorized Signature: Robert Noel  
BC Rincon Construction

Date: 8-19-202

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Change Order Request #: 424 R1

Date: 8-14-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 424 R1 – Substitution of Stainless Steel Bird Spike with Foam Closures	
This Change Order provides for the replacement of the previously proposed stainless steel bird spikes with foam closures at the floor decking. A credit has been issued for the labor and materials associated with the original bird spike installation.	\$ 13,735.00

The cost of this work will be drawn from E&O Contractor Contingency:

The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: (Signature) RECOMMENDED

Date: 2025-08-14

Date: \_\_\_\_\_

Date: 8/19/25

OWNER - Oxnard School District

By: Kesha Pujar

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-14-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 424 R1 – Substitution of Stainless Steel Bird Spike with Foam Closures

This Change Order provides for the replacement of the previously proposed stainless steel bird spikes with foam closures at the floor decking. A credit has been issued for the labor and materials associated with the original bird spike installation.

<b>A. Subcontractor's Cost</b>			
Best Contracting	\$	12,365.32	
Bonds @ 1.5%	\$	190.24	
Insurance @ 1%	\$	126.82	
		<b>Subtotal B: \$</b>	<b>12,682.38</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	634.12	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>634.12</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>137.35</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>137.35</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>142.84</b>
<b>Grand Total = (A + B + C + D + E + F)</b>			<b>\$ 13,735.00</b>

**The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2025-08-14

Date

# Change Order Request



C.O.R. # 21148-0014

G.C. #

Date: 8/6/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street  
Suite 300  
San Diego, CA 92131

Phone: (858) 635-7400 Fax: (858) 635-7401

From: Best Contracting Services, Inc.

Dareen Khalil

19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Installation of Flute in Lieu of Stainless Steel Bird spike

As requested, this change order is for Best to install a flute in place of the previously proposed stainless steel bird spike.

**Change Order Price** \$12,365.32

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Dareen Khalil

8/6/2025

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# Change Order Request



C.O.R. # 21148-0014

G.C. #

Date: 8/6/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

## Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Sheet Metal Foreman	56.00	\$134.60	\$0.00	\$0.00	\$0.00	\$7,537.60
Sheet Metal Journeyman	56.00	\$121.43	\$0.00	\$0.00	\$0.00	\$6,800.08
Subsistence/Man Day	14.00	\$100.00	\$0.00	\$0.00	\$0.00	\$1,400.00
Credit					\$0.00	\$0.00
Sheet Metal Foreman	-16.00	\$134.60	\$0.00	\$0.00	\$0.00	(\$2,153.60)
Sheet Metal Journeyman	-16.00	\$121.43	\$0.00	\$0.00	\$0.00	(\$1,942.88)
Subsistence/Man Day	-4.00	\$100.00	\$0.00	\$0.00	\$0.00	(\$400.00)
					<b>Sub Total</b>	<b>\$0.00</b>
					<b>Grand Total</b>	<b>\$11,241.20</b>

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
W3 Formlok Foam Closures - Plug Form, Large Void	1,000.00	\$1.75	\$153.13	\$1,903.13
Credit				
Bird-B-Gone Stainless Steel Bird Spike	-750	\$3.50	-\$242.81	-\$2,867.81
Restocking Fee	1.00	\$262.50	\$0.00	\$262.50
			<b>Sub Total</b>	<b>-\$89.68</b>
			<b>Grand Total</b>	<b>-\$702.18</b>

## Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
Boom Lift	1.00	\$3,000.00	\$0.00	\$3,000.00
			<b>Sub Total</b>	<b>\$0.00</b>
			<b>Grand Total</b>	<b>\$3,000.00</b>
			<b>Total</b>	<b>\$11,241.20</b>
			<b>Overhead</b>	<b>\$1,124.12</b>
			<b>Total</b>	<b>\$12,365.32</b>

# Purchase Order



PO #: 65302

Job: 21148A. ROSE AVE ES BP#10

Page: 1

**Vendor:** WESTERN METAL DECK  
3590

**Date Ordered:** 08/04/25  
**Ordered By:** FERNANDO C  
**Expected Date :** 08/04/25  
**Payment Terms:** Net 30 days

Phone: 909.467.2016

Fax: 909.460.9181

**Bill :** **Best Contracting Services, Inc.**  
19027 S Hamilton Avenue  
Gardena, CA 90248 US

**Ship To:** WILL CALL

Purchaser: Kaylyn Camello

Via:

Item	Material	Description	UM	Units	Unit Cost	Total
1		W3 Formlok Foam Closures - Plug Form, Large Void	EA	1,000.000	1.75000E	1,750.00
<b>Subtotal</b>						1,750.00
Tax: 0875						153.13
<b>Total</b>						<b>1,903.13</b>

**THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND RECEIVERS.**

**MATERIAL MUST BE RECEIVED, INSPECTED AND SIGNED BY DESIGNATED EMPLOYEE OF BEST CONTRACTING SERVICES, INC. ("BEST").**

Vendor shall, with respect to all work which is covered by or incidental to this Purchase Order defend, indemnify and hold BEST harmless from and against any claim, liability, loss, damage, cost expenses, including all reasonable attorney's fees, awards, fines or judgment arising by reason of the death or bodily injury to persons, injury to property, or any other loss, damage or expense, which arise from or relate to Vendor's negligence, misconduct or breach of the terms of this Purchase Order. This indemnity shall apply without regard to whether or not BEST or Owner, are passively negligent in respect to this claim, demand, loss, or liability. BEST or Owner may defend such claims at Vendor's expense.

Commencing performance of making deliveries or any acknowledgement of this Purchase Order by Vendor shall constitute an acceptance of the terms of this Purchase Order by Vendor and of the Project Documents, including the specifications, terms and conditions and plans which are incorporated by reference herein. BEST is to be bound only by the terms and conditions of this Purchase Order notwithstanding any proposals, terms or conditions additional to or different from those accompanying Vendor's performance or acknowledgement. This Purchase Order and the Projects Documents shall govern over any terms and conditions appearing on any purchase orders, invoices, credit application acknowledgment or other documents previously or subsequently issued by Vendor in connection to the services covered by this Purchase Order.

BEST will advise the quantities and dates for shipment. BEST may terminate or suspend at its convenience all or any portion of the materials or equipment not shipped as of the date of termination or suspension of the Purchase Order. Vendor shall receive payment for materials, or equipment received, inspected and signed by designated employee of BEST for this Purchase Order. Vendor shall not be entitled to any recovery on account of profit or unabsorbed overhead, restocking fee, cancellation charges, or any other charges with respect to materials or equipment not shipped to the project site, work not actually performed or on account of future work, as of the date of termination or suspension. No termination or suspension shall relieve BEST or Vendor of any of their obligations as to any materials shipped prior to Vendor's receipt of the termination or suspension of Purchase Order. This PO is contingent upon approval of your submittals. Once submittals are approved, billing invoices will be accepted and processed.

**Best Contracting Services, Inc.** 19027 S Hamilton Avenue, Gardena, CA 90248

Phone: 310.328.6969 Fax: 310.212.0693



8/1/2025

# WESTERN METAL DECK

616 South Oaks Avenue  
Ontario, CA 91762

Phone: (909)467-2016 Fax: (909)460-9181

## CONFIRMATION

**Sold To:**

Best Contracting Services Incorporated  
19027 S. Hamilton Ave.  
Gardena, CA 90248

**Ship To:**

Will Call

**Attention: Fernando Chavez**

Phone: (310)328-6969 Fax: (310)380-6069

Reseller No: NONE

<b>PO #</b>	<b>Terms</b>
	<b>Net 30</b>

Bdl #	Qty	Description	Unit Price	Ext. Price
	1,000	W3 Formlok Foam Closures - Plug Form, Large Void	\$1.75	\$1,750.00

**NOTES:**

1. All Sales are Final and Non Cancellable.
2. All items PLUS OR MINUS 3/8" Tolerance.
3. QUOTATION IS GOOD FOR 7 DAYS.
4. AVAILABILITY OF MATERIAL SUBJECT TO PRIOR SALE.
5. LEAD TIME TO BE DETERMINED AT TIME OF PURCHASE.
6. Installation of Material is Not Included.
7. **WARNING:** This product can expose you to chemicals including lead which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

	SubTotal	\$1,750.00
8.75 %	Sales Tax	\$153.13
	Shipping	\$0.00
	<b>Total</b>	<b>\$1,903.13</b>

*This signature approves the Type, Gauge, Length, Finish, and Price.  
Order can not be processed until signed and returned.*

Approved by: \_\_\_\_\_ PO #: \_\_\_\_\_ Date: \_\_\_\_\_  
08/01/25 Signature



**Bird-B-Gone LLC**

P.O. Box 11209  
Santa Ana CA 92711  
United States  
(949) 472-3122

Phone (949) 472-3122  
Fax (949) 472-3116

**Bill To**

Mike Jimenez  
Accounts Payable  
Best Contracting Services, Inc.  
19027 S. Hamilton Ave.  
Gardena CA 90248  
United States

**Ship To**

Best Contracting Services, Inc.  
1921 E. Edinger  
Santa Ana CA 92705  
United States  
(800) 392-6915

**Quote**

**Expires** 7/26/2025

PO #

**Sales Rep** Jeff Watts

**Terms** Net 30

**Special Instructions**

**Shipping Code (2)**

**File Name**

**Reference Number**

Product Code	Line Item Description	Comments	Quantity	Sales Price	Tax	Total Price
BBG2001-8	Bird Spike 2001-8" - 18 boxes <span style="border: 1px solid red; padding: 2px;">-15</span>		900 <span style="border: 1px solid red; padding: 2px;">-750</span>	3.50	Yes	3,150.00 <span style="border: 1px solid red; padding: 2px;">-\$2,625.00</span>

<b>Subtotal</b>	3,150.00	<span style="border: 1px solid red; padding: 2px;">-\$2,625.00</span>
<b>Estimated Shipping Cost (WILL CALL)</b>	0.00	
<b>Tax</b>	291.38	<span style="border: 1px solid red; padding: 2px;">-\$242.81</span>
<b>Total</b>	\$3,441.38	<span style="border: 1px solid red; padding: 2px;">-\$2,867.81</span>

Contingency Draw Request (CDR)	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Change Order Request #: 425  
Date: 8-13-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 425 – Plumbing Repairs (Debris/Wear-Related Issues)</p> <p>Performed plumbing repairs in multiple locations due to debris-related issues and normal wear, including replacing the trap primer in Building C South 1st Floor Boys Restroom; repairing leaky faucets in Room 411 and Building C North 2nd Floor Room 454; replacing two WC diaphragms in Building C South 2nd Floor Girls Restroom and one WC diaphragm in Building C North 2nd Floor Girls Restroom; repairing a leaky drinking fountain bubbler in Building C North 2nd Floor Room 458; and replacing batteries for urinal flush valves in Building B Boys Restroom.</p>	<p>\$ 1,525.00</p>
--	--------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: [Signature] *Reapproved*

Date: 2025-08-13

Date: \_\_\_\_\_

Date: 8/19/25

OWNER - Oxnard School District

By: [Signature]

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-13-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 425 – Plumbing Repairs (Debris/Wear-Related Issues)

Performed plumbing repairs in multiple locations due to debris-related issues and normal wear, including replacing the trap primer in Building C South 1st Floor Boys Restroom; repairing leaky faucets in Room 411 and Building C North 2nd Floor Room 454; replacing two WC diaphragms in Building C South 2nd Floor Girls Restroom and one WC diaphragm in Building C North 2nd Floor Girls Restroom; repairing a leaky drinking fountain bubbler in Building C North 2nd Floor Room 458; and replacing batteries for urinal flush valves in Building B Boys Restroom.

<b>A. Subcontractor's Cost</b>			
Boneso Brothers	\$	1,372.98	
Bonds @ 1.5%	\$	21.12	
Insurance @ 1%	\$	14.08	
		<b>Subtotal B: \$</b>	<b>1,408.18</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	70.41	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>70.41</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>15.25</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>15.25</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>15.86</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>1,525.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-13

Print Name & Title (General Contractor)

Signature

Date

Project No. 328

Rose Ave

DATE: 8/6/2025

PTC: Boneso Brothers Const.

COST PROPOSAL #: 23

**COST PROPOSAL**

DESCRIPTION OF CHANGE: CE#365 T&M. Bldg C South 1st Floor- Boys RR Replace Trap Primer (Debris), Rm 411- Repair Leaky Faucet (Debris)  
2nd Floor Girls RR 2 WC Diaphragms Replaced, Bldg C South 2nd Floor Girls RR WC Diaphragm Replaced

Note: Bldg C North 2nd Floor Rm 454 Leaky Faucet Replaced (Debris), Bldg C South 2nd Floor Girls RR WC Diaphragm Replaced  
Bldg C North 2nd Floor Rm 458 Leaky Bubbler Due to Debris, Bldg B Boys RR Batteries for Urinal Replaced

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
David Veronica			\$0.00	7.00	\$106.94	\$748.58			
Anthony Alamillo				3.00	\$65.29	\$195.87			
Materials per recap	1	\$278.00	\$278.00						
<b>SUB TOTALS</b>			\$278.00			\$944.45			\$0.00

PTC MATERIAL \$278.00  
 PTC SALES TAX (9.25%) \$25.72  
 PTC LABOR \$944.45  
 PTC LABOR BURDEN (\_\_\_\_%) \$0.00  
 PTC EQUIPMENT \$0.00

PTC SUBTOTAL DIRECT COSTS \$1,248.17  
 SHIPPING \$0.00  
 MATERIAL/EQUIPMENT FEE ON DIRECT COSTS (10%) \$30.37  
 LABOR FEE ON DIRECT COSTS (10%) \$94.45

**SUBTOTAL \$1,372.98**

SUB CONTRACTORS-SEE ATTACHED

SUBCONTRACTOR INSULATION \$0.00  
 SUBCONTRACTOR SALES TAX \$0.00  
 SUBCONTRACTOR \$0.00  
 SUBCONTRACTOR LABOR BURDEN (\_\_\_\_%) \$0.00  
 SUBCONTRACTOR EQUIPMENT \$0.00

SUBCONTRACTOR SUBTOTAL DIRECT COSTS \$0.00  
 SUBCONTRACTOR FEE ON DIRECT COSTS \$0.00

10% PTC FEE ON SUBCONTRACTOR DIRECT COSTS \$0.00

Total for Sub \$0.00

**SUBTOTAL \$1,372.98**

**TOTAL \$1,372.98**

PREPARED & SUBMITTED BY: Brian Berminghm  
 TITLE Controller

In addition to the change order requests referenced above, Boneso Brothers also reserves its rights to seek additional compensation for time-related damages and other impacts, as well as extra contract performance time, as delineated in all emails and correspondences to date noting such.







# **Boneso Plumbing and Mechanical**

## **Recap with Total Cost**

**Project Name: HP-1253 Rose Ave School**

**Bid ID: HP-1253**

**Report Time: 8/6/2025 11:42 AM**

**Profile Name: Standard**

**Labor Book: Boneso**

**Scoped By: Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-9-2025 Fixture Repair; Report Category: ALL;**

AutoBid Version: 2021 v1

## Boneso Plumbing and Mechanical

### Recap with Total Cost

There were 14 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 8/6/25 11:42 AM

Data Calculated: 8/6/2025 11:41:17 AM

Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-9-2025 Fixture Repair; Report Category: ALL;

#### Item

#### Item -

<b>Material Multiplier:</b>	<b>Item Net -</b>							
<u>Item</u> <u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>	
Mifab M1-500 Trap Primer 1/2"	1	73.42	73.42	0.00	0	0	73	
Sloan 1.28 GPM Rebuild Kit	2	48.00	96.00	0.00	0	0	96	
<b>Item - Totals:</b>								
	<u>3</u>		<u>169</u>		<u>0</u>	<u>0</u>	<u>169</u>	
<b>Item Totals:</b>	<u>3</u>		<u>169</u>		<u>0</u>	<u>0</u>	<u>169</u>	

<u>Material Cost</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
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<b>Grand Totals</b>	<b>\$169</b>	<b>0</b>	<b>\$0</b>	<b>\$169</b>
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\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

# **Boneso Plumbing and Mechanical**

## **Recap with Total Cost**

**Project Name: HP-1253 Rose Ave School**

**Bid ID: HP-1253**

**Report Time: 8/6/2025 11:45 AM**

**Profile Name: Standard**

**Labor Book: Boneso**

**Scoped By: Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-24-2025 Fixture Repair; Report Category: ALL;**

AutoBid Version: 2021 v1

## Boneso Plumbing and Mechanical

### Recap with Total Cost

There were 14 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 8/6/25 11:45 AM

Data Calculated: 8/6/2025 11:41:17 AM

Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-24-2025 Fixture Repair; Report Category: ALL;

#### Item

#### Item -

<u>Material Multiplier:</u>	<u>Item Net -</u>							
<u>Item</u> <u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>	
Sloan 1.28 GPM Rebuild Kit	1	48.00	48.00	0.00	0	0	48	
<b>Item - Totals:</b>								
	<u>1</u>		<u>48</u>		<u>0</u>	<u>0</u>	<u>48</u>	
<b>Item Totals:</b>	<u>1</u>		<u>48</u>		<u>0</u>	<u>0</u>	<u>48</u>	

<u>Material Cost</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
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<b>Grand Totals</b>	<b>\$48</b>	<b>0</b>	<b>\$0</b>	<b>\$48</b>
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\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

# **Boneso Plumbing and Mechanical**

## **Recap with Total Cost**

**Project Name: HP-1253 Rose Ave School**

**Bid ID: HP-1253**

**Report Time: 8/6/2025 11:47 AM**

**Profile Name: Standard**

**Labor Book: Boneso**

**Scoped By: Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-25-2025 Fixture  
Flush; Report Category: ALL;**

AutoBid Version: 2021 v1

## Boneso Plumbing and Mechanical Recap with Total Cost

There were 14 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 8/6/25 11:47 AM

Data Calculated: 8/6/2025 11:41:17 AM

Base Bid; Drawing: ALL; System: ALL; Line: T&M 7-25-2025 Fixture Flush; Report Category: ALL;

<b>Item</b>		<b>Item Net -</b>	<b>Price</b>	<b>Mat. Cost</b>	<b>Unit Lab Hr</b>	<b>Total Hrs</b>	<b>Labor Cost</b>	<b>Total Cost</b>
<u>Item</u>	<u>Size</u>	<u>Quantity</u>						
C Cell Battery		4	3.26	13.04	0.00	0	0	13
Sloan 1.28 GPM Rebuild Kit		1	48.00	48.00	0.00	0	0	48
<b>Item - Totals:</b>								
		<u>5</u>		<u>61</u>		<u>0</u>	<u>0</u>	<u>61</u>
<b>Item Totals:</b>		<u>5</u>		<u>61</u>		<u>0</u>	<u>0</u>	<u>61</u>

	<u>Material Cost</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
<b>Grand Totals</b>	<b>\$61</b>	<b>0</b>	<b>\$0</b>	<b>\$61</b>

\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

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

Change Order Request #: 426  
Date: 8-14-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 426 – Storm Water Permit Coverage and Compliance Services	
The existing permit coverage will be automatically terminated by the Water Board as of 9/1/2025. New permit coverage under the 2022 Water Board Permit (WQ 2022-0057 DWQ) must be obtained, including preparation and upload of a revised SWPPP to SMARTS. Storm Water Compliance Services include weekly inspections, annual reporting, Notice of Intent coordination with Balfour Beatty and the School District (excluding permit fees), and Notice of Termination upload with final site stabilization photos and key map. Inspection requirements now include QSD inspections twice annually and QSP pre-rain inspections for qualifying events; our weekly QSP inspections satisfy the monthly requirement.	\$ 18,327.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Flamilla  
Date: 2025-08-14

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: EW Recommended  
Date: 8/19/25

OWNER - Oxnard School District

By: Kes & Pip

Date: 8/20/25

**CONTINGENCY DRAW REQUEST**

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-14-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 426 – Storm Water Permit Coverage and Compliance Services

The existing permit coverage will be automatically terminated by the Water Board as of 9/1/2025. New permit coverage under the 2022 Water Board Permit (WQ 2022-0057 DWQ) must be obtained, including preparation and upload of a revised SWPPP to SMARTS. Storm Water Compliance Services include weekly inspections, annual reporting, Notice of Intent coordination with Balfour Beatty and the School District (excluding permit fees), and Notice of Termination upload with final site stabilization photos and key map. Inspection requirements now include QSD inspections twice annually and QSP pre-rain inspections for qualifying events; our weekly QSP inspections satisfy the monthly requirement.

<b>A. Subcontractor's Cost</b>			
Marina Landscape	\$	15,000.00	
O&P at 10%	\$	1,500.00	
Bonds @ 1.5%	\$	253.85	
Insurance @ 1%	\$	169.23	
		<b>Subtotal B: \$</b>	<b>16,923.08</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	846.15	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>846.15</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>183.27</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>183.27</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>190.60</b>
		<b>Grand Total = (A + B + C + D + E + F)</b>	<b>\$ 18,327.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

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

*Rafael Alamillo*  
 Signature

2025-08-14  
 Date



**CHANGE ORDER REQUEST # 11**

1900 S. Lewis St.  
Anaheim, CA 92805-8621

Phone: (714) 939-6600  
Fax: (714) 935-1199

**TITLE:** SWPPP Requirements **DATE:** 8/13/2025

**PROJECT:** Rose Ave Elementary School **MLI JOB:** 172146

**TO:** Balfour Beatty

**ATTN:** Rafael Alamillo  
[Ralamillo@BalfourBeattyus.com](mailto:Ralamillo@BalfourBeattyus.com)  
Phone: (805) 983-1558 Cell: (805) 208-7462

**REQUEST**  
SWPPP Requirements

Item	Description	Quantity	Unit	Unit Price	Amount
	Storm Water Compliance Services - Includes the following requirements in compliance with the Water Board new 2022 permit: WQ 2022-0057 DWQm effective 09/01/23 and Project				
1	Documents.	1	LS	\$ 3,500.00	\$ 3,500.00
2	Weekly Inspection	20	EA	\$ 450.00	\$ 9,000.00
3	Storm Water Annual Report Notice of Intent - QSD will coordinate with Balfour Beatty and school district to obtain the new required Construction Stormwater General Permit. Includes input of information for the NOI - Permit Registration Documents. Excludes permit fees.	1	EA	\$ 1,000.00	\$ 1,000.00
4	Notice of Termination - QSD will upload required NOT information in the Water Board SMARTS system. Balfour Beatty to provide final site stabilization photos and corresponding key map.	1	LS	\$ 750.00	\$ 750.00
5		1	LS	\$ 750.00	\$ 750.00
<b>Total</b>					<b>\$ 15,000.00</b>

Marina Landscape, Inc.  
Rebecca South

Balfour Beatty  
Rafael Alamillo

By: Becca South

Approved by: \_\_\_\_\_

Date: 08/14/25

Date: \_\_\_\_\_

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

Change Order Request #: 427  
 Date: 8-18-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 427 – RFI 611 Crosswalk Ramps at La Puerta	
Material and labor cost associated with added ramp work shown on updated Street Improvement plan sheet 4 of 8.	\$ 39,121.00

- The cost of this work will be drawn from E&O Contractor Contingency:  
 The cost of this work will be drawn from Project Allowance 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: 2025-08-18

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-18-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 427 – RFI 611 Crosswalk Ramps at La Puerta

Material and labor cost associated with added ramp work shown on updated Street Improvement plan sheet 4 of 8.

<b>A. Subcontractor's Cost</b>			
Inland Building	\$	35,244.18	
Bonds @ 1.5%	\$	528.66	
Insurance @ 1%	\$	352.44	
		<b>Subtotal A: \$</b>	<b>36,125.28</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal B: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A	\$	1,806.26	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>1,806.26</b>
<b>D. Bond at 1%</b>			
		<b>Subtotal D: \$</b>	<b>391.21</b>
<b>E. Builders Risk Insurance at 1%</b>			
		<b>Subtotal E: \$</b>	<b>391.21</b>
<b>F. General Liability at 1.04%</b>			
		<b>Subtotal F: \$</b>	<b>406.86</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>39,121.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-18

Print Name & Title (General Contractor)

Signature

Date

**Job Information:**

Rose Ave ES BP 28 - Site Concrete - 21-042  
 220 S Driskill St  
 Oxnard, CA 93030  
**Client:** Oxnard School District

**Proposed Change Order**

PCO Number: 28  
 PCO Date: Jul 14, 2025  
**PCO Valid for 30 Days**

**Attention:** Balfour Beatty Construction

**From:** Cliff Rodrick, cliff@ibccinc.com

<i>Description of Work</i>
COR #028 - RFP 7-9-25 - Added offsite ramps Material and labor cost associated with added ramp work shown on updated Street Improvement plan sheet 4 of 8 sent to IBCC 7/9/25.

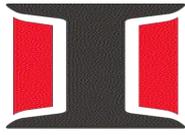
**Self-Perform Work**

Description	Cost	Markup %	Markup	Price
Labor	\$20,966.40	10.00%	\$ 2,096.64	\$23,063.04
Material	\$4,882.32	10.00%	\$ 488.23	\$5,370.55
Equipment	\$4,531.44	10.00%	\$ 453.14	\$4,984.58

**Subcontract Work**

Vendor	Cost	Markup %	Markup	Price
Connor Concrete Cutting & Coring	\$1,660.00	10.00%	\$ 166.00	\$1,826.00

<b>Summary</b>	
Total Cost	\$32,040.16
Total Markup	\$3,204.02
Subtotal	\$35,244.18
Additional Days	0.00

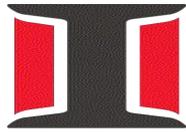


**IBCC**

Inland Building Construction Companies, Inc.

**Change Request Cost Breakdown**

Details	Qty.	Unit	Rate	Total	Notes
<b>Labor</b>					
Carpenter Foreman w/Truck	54	Hrs	\$117.20	\$6328.80	
Carpenter	144	Hrs	\$101.65	\$14637.60	
<b>Materials</b>					
Concrete	8	Cy	\$216.39	\$1731.12	
Concrete Shortload Charge	2	Cy	\$35.00	\$70.00	Yards Not Used
Class II Agg. Base	1	LS	\$429.90	\$429.90	
Asphalt Patch	1	LS	\$355.30	\$355.30	
Asphalt Striping Material	1	LS	500	\$500.00	
Truncated Dome	4	Ea	449	\$1796.00	
<b>Equipment</b>					
Dump Fees	3	LS	\$500.00	\$1500.00	
Asphalt Equipment	1	LS	\$1117.44	\$1117.44	
<b>Rental Equipment</b>					
Skid Steer (Bobcat)	2	Day	\$957.00	\$1914.00	
<b>Sub Total Labor</b>				\$20966.40	
<b>Sub Total Material</b>				\$4882.32	
<b>Sub Total Equipment</b>				\$4531.44	



**IBCC**

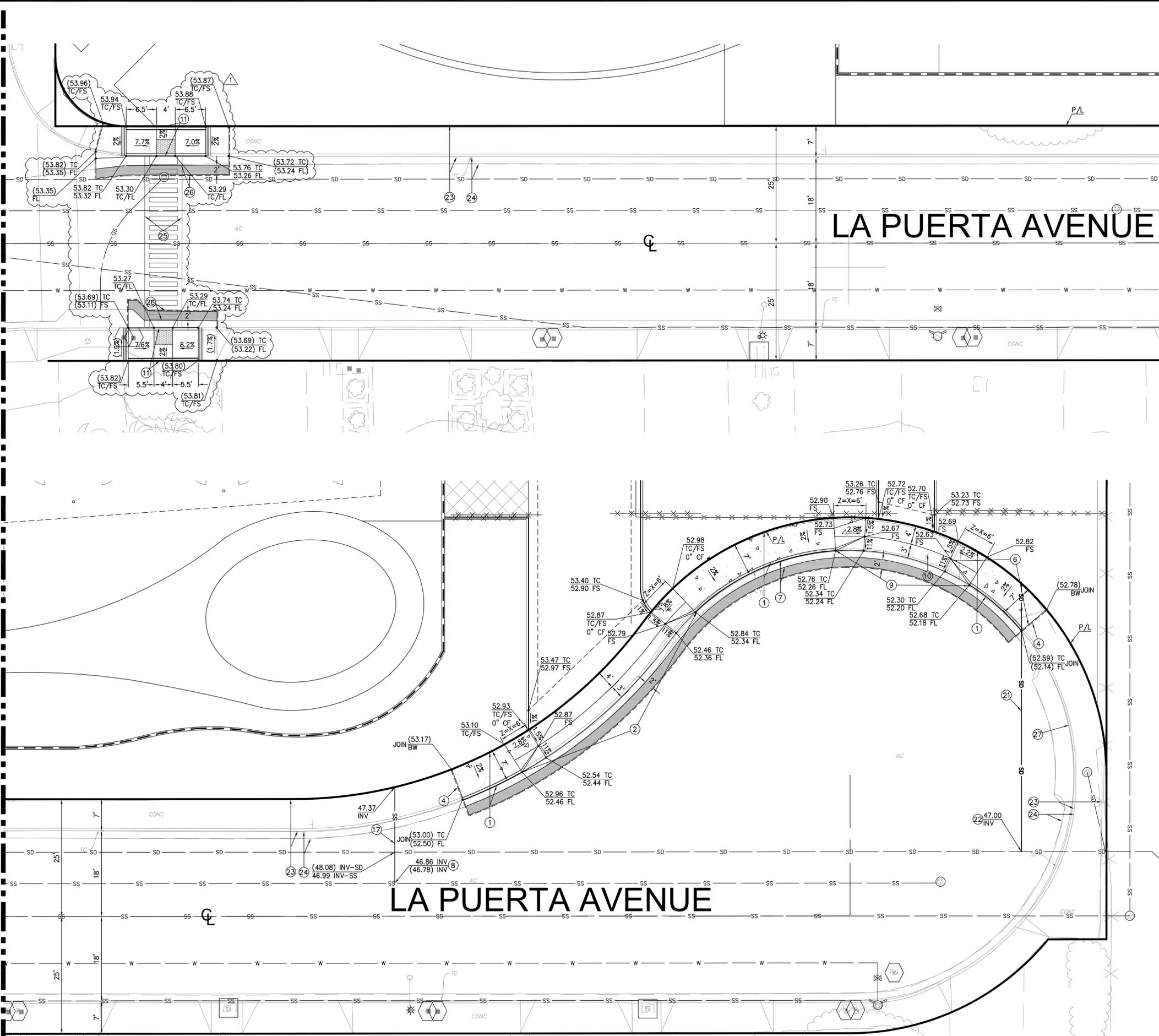
Inland Building Construction Companies, Inc.

<b>TASK</b>	<b>Men</b>	<b>Days</b>	<b>Total</b>		
Layout/Demo	4	3	96		
Setup / Pour Curbs	3	1	24		
Setup / Pour Ramps	5	1	40		
Asphalt patch	3	1	24		
Asphalt Stipe	2	1	16		
Total Days		7	200	Total Hou	56 Forman
					144

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE ABOVE

MATCHLINE - SEE BELOW



### CONSTRUCTION NOTES

- ① CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OXNARD STD. PLAN PLATE 112 SHEET 1.
- ② CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=38', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
- ③ CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=48', PER CITY OF OXNARD STD. PLAN PLATE 115.
- ④ SAWCUT EXISTING PAVEMENT & JOIN. SIDEWALK SHALL BE CUT AT THE NEAREST JOINT.
- ⑤ INSTALL SIGN&POST W11-2, W16-7P.
- ⑥ EXISTING DRIVEWAY TO BE REMOVED.
- ⑦ CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- ⑧ HOUSE CONNECTION SEWER PER PER CITY OF OXNARD STD. PLAN PLATE 405.
- ⑨ CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=18', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
- ⑩ REMOVE EXISTING STREET SIGN.
- ⑪ CONSTRUCT CURB RAMP CASE B TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 4.
- ⑫ REMOVE EXISTING CURB RAMP.
- ⑬ REMOVE EXISTING STRIPING.
- ⑭ CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=25', PER CITY OF OXNARD STD. PLAN PLATE 115.
- ⑮ CONSTRUCT CONCRETE CURB, TYPE A1-6 ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- ⑯ REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 1.
- ⑰ INSTALL 6" ABS SANITARY SEWER PIPE AT 2% MINIMUM SLOPE.
- ⑱ PROPOSED PARALLEL PARKING STALL STRIPING PER CITY OF OXNARD STANDARDS.
- ⑲ CONSTRUCT SIDEWALK DRAIN PIPE PER CITY OF OXNARD STD. PLAN PLATE 122. TO BE PRIVATELY MAINTAINED.
- ⑳ CONSTRUCT CURB RAMP CASE A TYPE 5 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 3.
- ㉑ INSTALL 18" RCP STORM DRAIN PIPE AT 0.5% MINIMUM SLOPE.
- ㉒ STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OXNARD STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED UNTIL BOTH DETENTION AREAS AND STORMWATER QUALITY BMPS ARE CONSTRUCTED AND OPERATIONAL.
- ㉓ PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
- ㉔ PROTECT IN PLACE EXISTING CURB AND GUTTER.
- ㉕ INSTALL LADDER CROSSING PER CALTRANS STD PLAN. A24F.
- ㉖ CONSTRUCT ASPHALT PAVEMENT PER CITY OF OXNARD STD. PLAN PLATE 115. Z-CONSTRUCT FOR COMMERCIAL.
- ㉗ INSTALL CPS UNIT, PER UNITED STORMWATER OR APPROVED EQUAL, AT EXISTING CURB OPENING CATCH BASIN.

### LA PUERTA AVENUE PLAN



### 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			
MARK	DATE	DESCRIPTION	BY
1	070325	REVISED DRIVEWAY AND CURB RAMPS	EM

		DEVELOPMENT SERVICES DEPARTMENT	
<b>STREET IMPROVEMENT PLAN</b> <b>LA PUERTA AVENUE IMPROVEMENT PLAN</b>			
APPROVED:		R.C.E.	
CITY ENGINEER		EXP. DATE	
REVIEWED BY:	DATE	SCALE: HORIZ: _____	SHEET No. 4 of 8
DESIGN BY:	DATE	VERT: _____	DRAWING NUMBER
CHECKED BY:	DATE		21-26A

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

Change Order Request #: 428  
 Date: 8-18-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 428 – Kindergarten Play Area – Addition of Sprinkler Heads for Full Grass Coverage</p> <p>Provide and install six (6) additional sprinkler heads to ensure full coverage of the kindergarten grass/play area. The original irrigation design did not adequately cover all areas, resulting in dry spots. This work is required to meet project performance standards and per the IOR requirements.</p>	<p>\$ 1,113.00</p>
--	--------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez  
 Date: 2025-08-18

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: [Signature] *ASO/SM/ND/ED*  
 Date: 8/19/25

OWNER - Oxnard School District

By: Kest Pyle

Date: 8/20/25

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-18-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 428 – Kindergarten Play Area – Addition of Sprinkler Heads for Full Grass Coverage

Provide and install six (6) additional sprinkler heads to ensure full coverage of the kindergarten grass/play area. The original irrigation design did not adequately cover all areas, resulting in dry spots. This work is required to meet project performance standards and per the IOR requirements.

<b>A. Subcontractor's Cost</b>			
Premierwest Landscape	\$	1,027.74	
		<b>Subtotal A: \$</b>	<b>1,027.74</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal B: \$</b>	<b>-</b>
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	51.39	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>51.39</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>11.13</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>11.13</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>11.58</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>1,113.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-08-18
Print Name & Title (General Contractor)	Signature	Date



# PREMIER WEST

## LANDSCAPE

### DAILY REPORT

### ✓ TIME AND MATERIAL

JOB NO #:

DATE: 8-7-25

JOB NAME:

Rose Ace

**DAILY WORK DIScription/TRADE:**

Brief description of work performed:

Install 6 Sprinkler Head for make sure the cover  
Test is good

**MANPOWER AND EQUIPMENT:**

TOTAL HOURS

NAME OF EMPLOYEES

3	Jose Martinez	JM
3	Juan Martinez	JM
3		

EQUIPMENT USED

TOTAL HOURS

6

MATERIALS DELIVERED TO SITE

DIScription

SUPPLIER

6	Heads	
6	1/2" Swg Iron	
6	Nozzles	

ENTERED BY:

Jose Martinez  
*[Signature]*

TITLE

Foreman  
PE

# Sales Invoice



Oxnard CA #274  
 260 Lambert St Ste G  
 Oxnard, CA 93036-0942  
 W: (805)278-4556

**Sold To:**

Premier West Landscape (#1219998)  
 406 S Lemon Ave Ste 1  
 Walnut, CA 91789-2953  
 W: (909)444-9000

**Ship To:**

J/ Rose Avenue E.S. Reconstruction (#1219998-3076)  
 J/ Rose Avenue E.S. Reconstruction  
 220 S Driskill St  
 Oxnard, CA 93030-5544  
 W: (909)444-9000

Ordered	Order#	PO#	Invoiced	Invoice#
08/08/2025	157051987-001	.	08/08/2025	157051987-001

Printed	Requested for	Ship Via	Customer Contact	Sales Associate
08/15/2025		Customer Pick up	Scott Harrison	Gilberto

**For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response**  
 Assistance, call: **CHEMTREC**  
 Day or Night- 1 (800) 424-9300

[157051987-001Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	570Z-6P-PRXCOM	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator Check Valve and X-Flow	6	6	0	0	29.3200 / EA	175.92
2	TSA-0500-TT	NDS PVC Triple Swing Joint Assembly 1/2 in. x 10 in. MIPT	6	6	0	0	48.5900 / EA	291.54
3	10VAN	Rain Bird VAN Nozzle Variable Arc 10 ft. 0 Degree - 360 Degree	4	4	0	0	1.4400 / EA	5.76
4	15T-H	Toro 570 MPR Plus Nozzle Male Thread Half Circle 15 ft. 180 Degree	4	4	0	0	2.1201 / EA	8.48
5	TVAN8	Toro TVAN Nozzle Male Thread 8 ft. Radius Variable Arc 8 ft. 0 Degree - 360 Degree	6	6	0	0	2.9000 / EA	17.40

**Please remit payment to:**  
 SiteOne Landscape Supply, LLC  
 24110 Network Place  
 Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60  
 DEDUCT CASH DISCOUNT OF 14.97 IF PAID BY 11/15/2025

**Subtotal:** \$499.10  
**Sales Tax:** \$46.16  
**Freight:** \$0.00  
**Total:** \$545.26  
**Total Payment:** \$0.00  
**Amount Due:** \$545.26

*Joe Martinez*

**CUSTOMER SIGNATURE:** \_\_\_\_\_

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

**Note:** Returns subject to 25% restock charge.



**CUSTOMER OBSESSED**

**GUSTAVO ZENDEJAS | Area Business Manager**  
 714-240-3400 | GZendejas@SiteOne.com

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Change Order Request #: 430  
 Date: 8-19-2025

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

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 430 – Tilting Skillet Relocation</p> <p>This change order covers relocating the tilting skillet approximately 2 inches forward from its originally planned location, as installed per the original plan, to modify the pour path. The work includes installing stainless steel anchors to secure the unit in its new position. The adjustment will be performed on Saturday, 8/16/2025, as a non-union service call with no certified payroll required. This modification reflects an owner-requested adjustment beyond the original scope and ensures proper functionality of the equipment.</p>	<p>\$ <del>2,760.00</del>        1,750.00        @        [Signature]</p>
---	---

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez

By: \_\_\_\_\_

By: [Signature] RECOMMENDED  
 8/19/25

Date: 2025-08-19

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: Krista Pike

Date: 8/20/25

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-19-2025
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	365
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Reference Cost Event 365 – CDR 430 – Tilting Skillet Relocation

This change order covers relocating the tilting skillet approximately 2 inches forward from its originally planned location, as installed per the original plan, to modify the pour path. The work includes installing stainless steel anchors to secure the unit in its new position. The adjustment will be performed on Saturday, 8/16/2025, as a non-union service call with no certified payroll required. This modification reflects an owner-requested adjustment beyond the original scope and ensures proper functionality of the equipment.

<b>A. Subcontractor's Cost</b>			
Trimark	\$	2,258.82	
O&P @ 10%	\$	225.88	
Bonds @ 1.5%	\$	38.23	
Insurance @ 1%	\$	25.48	
		<b>Subtotal A: \$</b>	<b>2,548.41</b>
<b>B. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal B: \$</b>	-
<b>C. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	127.42	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal C: \$</b>	<b>127.42</b>
<b>D. Bond at 1%</b>		<b>Subtotal D: \$</b>	<b>27.60</b>
<b>E. Builders Risk Insurance at 1%</b>		<b>Subtotal E: \$</b>	<b>27.60</b>
<b>F. General Liability at 1.04%</b>		<b>Subtotal F: \$</b>	<b>28.70</b>
<b>Grand Total = (A + B + C + D + E + F)</b>		<b>\$</b>	<b>2,760.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-08-19

Print Name & Title (General Contractor)

Signature

Date



# Change order request

08/15/2025

**WEST**

**To:**  
Balfour Beatty  
Leon Cavallo

**Project:**  
Oxnard SD Rose Ave Elementary  
School Reconstruction - C.O. For  
tilting skillet R1  
220 S. Driskill Street  
Oxnard, CA 93030

**From:**  
TRIMARK-RAYGAL  
Ryan Abellana  
210 Commerce  
Irvine, CA 92602-1318  
949-474-1000

Job Reference Number: 68704

**Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark’s control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.**

We are pleased to submit for your review and approval the following COR. These changes are a result of direct request by the owner or owner’s representative, or due to extraordinary field conditions encountered on site.

Please read this quotation carefully as it is based on our interpretation of the items being requested.

Our proposal is based on (non-union/union, non-prevailing/prevailing wage installation & non-seismic/seismic) per SMACNA guideline to be performed during normal business hours.

Please feel free to contact us with any questions regarding the scope of work. Thank you for the opportunity and we look forward to hearing from you soon.

Item	Qty	Description	Sell	Sell Total
99905	1 ea	<b>LABOR</b> Custom Model No. LABOR Relocate tilting skillet from original plan location and move it 2+/-" as far forward to modify pour path, includes stainless anchors, Includes Saturday work 8/16/2025. Non-union service call. No certified payroll.	\$2,258.82	\$2,258.82
			<b>ITEM TOTAL:</b>	<b>\$2,258.82</b>
			Total	\$2,258.82

Prices Good Until: 07/24/2019

Prices are valid for **30 days**, thereafter reconfirm.

*NOTE: Once submittals are approved and orders are ready to be released to the factories we'll confirm if any price increases from the manufacturers have occurred. If so, those increases will be added to the contract via change order.*

In order to hold pricing, any required submittals will need to be returned/approved no later than two weeks after submission by TriMark so that we may release purchase orders to our vendors.

In order to process purchase orders and begin fabrication, the following manufacturers require deposits. TriMark will bill for these deposits at the time of order.

Manufacturers and deposits are as follows:

If Energy savings Instant Rebates are included in above pricing please note:  
Rebates shown are those that are known at time of bid and can change at any time. TriMark will make all efforts to ensure the maximum rebates available are reflected in your final pricing/invoices.

**WARRANTIES:**

All warranties, express and/or implied, including without limitation warranties of fitness for a particular purpose, are expressly disclaimed to the fullest extent allowed by LAW.

**TAXES:**

All applicable taxes are subject to the current rate at time of final invoicing and are the responsibility of the customer.

**FINANCE CHARGE NOTICE:**

A finance charge of **1.5% per month** (or the maximum rate allowed by law) will be applied to any outstanding balance not paid by the due date, unless otherwise specified in an existing contractual agreement. This charge will be assessed monthly on any overdue amount.

This Quote is subject to TriMark's Terms of Sale:

<https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated by reference and shall govern.

TriMark reserves the right to re-quote this project, and any final quote is subject to TriMark receiving and reviewing any prime contract and pass-through terms and conditions to which TriMark may be subject. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law. Any tax or similar fees shown in this Quote are an estimate only.

**INCLUSIONS:**

- Provide and Install all items listed in 11400 specifications as it pertains to our scope.
- Hoods/Fire Suppression, Ansul valve up to 2" (if larger valve needed, an additional fee will apply), Cold Storage Rooms, Refrigeration, Stainless Steel Fixtures, Manufactured Kitchen Equipment, Freight, Taxes, K.E.C. Prepared submittal package including M.E.P. Coordination Drawings, Product Data Brochures, Shop Drawings, Operation and Maintenance Manuals, all in electronic format only (hard copies of submittal package can be provided at an additional cost), Start Ups, Demonstrations, 1-year parts and labor warranty through factories, 5-year compressor **part only** warranty through factories where applicable.

**NOT INCLUDED IN OUR PROPOSAL:**

Please be advised that the submission of this bid or quote does not guarantee TriMark acquisition of any payment, performance or other bond that is or may be required and there shall be no reliance on TriMark submission of this bid or quote that any required bond will be secured.

If Seismic Engineering is required, Additional charges for Seismic Installation/Materials may apply after engineering is complete.

Any additional Fire Suppression required/beyond system(s) included beneath exhaust hood(s) (common ducts/pollution controls/etc..) are excluded and will need to be priced as a change order.

RETURN OF PRODUCTS. All returns must be made within thirty (30) days of delivery of the Goods or Services. The Goods must be in new condition and shall be subject to the acceptance of TriMark and/or its suppliers. Customer agrees to pay the costs of return packaging, shipping and handling, as well as any restocking fees charged by TriMark or its suppliers. Fabricated or custom manufactured products may not be returned or cancelled for the return and cancellation terms applicable to this Quote.

**Exclusions:**

*Price reduction/Monetary credit for participation in OCIP/CCIP insurance programs, Concrete curbs, Rooftop Curbs, Housekeeping Pads, Demolition, Finished floors & grouting around walk in boxes, Core drilling, X-Ray Scanning Pad for refrigeration rack, Wood thermal breakers, Hand rails, Installation of "embedded" items, Conduit line runs for all equipment, Beer system(s), Beverage line(s) and conduits, All floor/wall/ceiling/roof penetrations, Saw-cutting, Sleeves, Ducts, Fans, Blowers, Certified welders, Final weld from duct to hood, General carpentry (i.e.: backing/blocking),, SSM, Millwork, Wood finishes on counters as noted, Masonry/Tile work, FRP, **All plumbing, electrical, mechanical, and inter-MEP or final MEP connections and waste lines**, Final connections and inter connections to pre-wired/pre-plumbed custom counters, Roof jacks, Pitch pockets, Condensate drains from coils in walk in, Inter-wiring coils to condensers, , Interfacing/Wiring of fire suppression system to exhaust system(s)to HVAC equipment or BMS(DCV) Systems, to building main alarm or life safety, Electrical shunt trip connectors and any other controlling switch/micro switch, Fire extinguishers, Forklifts, Grade-alls, Hoisting, Cranes, Participation in Composite crews, Installation, training, & demonstration of residential appliances, Seismic calculations/installation, Participation in any cooperative assessment for trash removal and/or trade damage, Handling owner furnished equipment, Any fees and/or permits for building/health dept., Final kitchen cleaning, Bid bond, Performance/Payment bond, Overtime for "field" labor, BIM 3D modeling, Hard copies of submittal and close out documents, Videotaping of equipment demos, Anchoring & bracing other than those shown in the 11400 specs or food service drawings, Preventative maintenance contract.*

**CONTRACTOR LICENSE NO: CA 1014395  
DIR#: 1000005656**

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Project Grand Total: \$2,258.82

CK Specialists Inc.

# Estimate

1433 Valley Drive  
 Norco, CA 92860  
 Contractors Lic. #926680

Date	Estimate #
8/15/2025	2452

Name / Address
TriMark, Orange County 210 Commerce Irvine, CA 92602

Project
Rose Elementary, Ox...

Description	Rate
Labor to move forward and re-anchor a kettle (non prevailing wage)	1,920.00
Quoted prices are subject to change after 60 days due to anticipated price increases	0.00
Contract Exclusions:	
Walk-in Install	
Refrigeration system plumbing	
Drain line hook-ups and general plumbing	
Electrical hook-ups	
Hood trapezing installation due to unforeseen field conditions for hood hanger locations	
Millwork fabrication and installation	
Post install resilconing after project completion and final health	
Curbs for millwork	
Stainless steel fabrication	
Grease ducts and shafts	
Core drilling	
Soda lines	
Faucets	
Permits, license, parking fees and badging	
National Seismic Code/SMACNA	
Seismic bracing material	
Owner Supplied Items	
Not in contract Items	
General Contractor Supplied Items	
Air Balance Report	
Prevailing, PLA & Section 3 projects	
Out of Town Work	
Certified Welder	
Downtime to be charged at \$100.00 per man, per hour	
Overtime hours	
Early mobilization Fees: If the job site is not ready for installation a full day charge of \$1600 for 2 workers will be added as an extra cost	
Field Dimensions	
<b>Total</b>	

Signature \_\_\_\_\_

CK Specialists Inc.

# Estimate

1433 Valley Drive  
 Norco, CA 92860  
 Contractors Lic. #926680

Date	Estimate #
8/15/2025	2452

Name / Address
TriMark, Orange County 210 Commerce Irvine, CA 92602

Project
Rose Elementary, Ox...

Description	Rate
Project Management Off-site Trash Disposal MUA and Exhaust connections Floor Trough , welding for hood bracing per quote Final wipe down, polishing, scratch removal or start up Removal of existing equipment/installation of Existing Forklifts, cranes or man-lift. If needed this will be an add on to the quote Delivery of equipment. If needed this will be an add on to the quote Will not penetrate any vapor barrier No equipment shall be carried up or down stairs Stone or solid surface countertops Security Fasteners Monokote Double stacked Rational ovens Items to be provided by General Contractor/Owner: Trash Dumpster Steel or wood backing/supports for hood hanger rods Wood blocking/supports for ceiling hung over shelves and/or upper cabinets Equipment is to be delivered by a truck with a lift gate Posi-Locks installation This is only an estimate and is not binding. Estimated costs may increase depending on various factors, including; an increase in prevailing wages or materials. Site to be in ready-to-install condition or back charges maybe assessed.	
	<b>Total</b>
	\$1,920.00

Signature \_\_\_\_\_

**AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement (“Agreement”) entered into on November 17th, 2017, by and between the Oxnard School District (“District”) and Balfour Beatty Construction, LLC, (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 002 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction (“Project”) for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the certain components of work that must all be approved by City of Oxnard and allowing the Contractor to proceed with construction;

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

### **AMENDMENT NO. 002**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit C** attached previously to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

Amendment #2 for the Project shall be **Seven Million Five Hundred Thousand Dollars and No Cents (\$7,500,000.00)**. Costs related to and associated with this amendment will be negotiated on an on-going basis so as not to impede or slow the progress of the work, nor delay payments for work performed. The initial allowance negotiation shall extend the Phase 1 general conditions, site, and sub lease terms to July 18, 2025 to allow for Phase 1 substantial completion and permit the District to move in and prepare the school for occupancy for the Fall 2025 semester.

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Rafael Alamillo** as Project Manager - Superintendent for the Project. So long as **Rafael Alamillo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

**APPROVED:**

**Balfour Beatty Construction, LLC:**

*Emily Kay*

*JB*

Signature

Emily Kay, President, California Division

Typed Name/Title

02/10/2025

Date

**OXNARD SCHOOL DISTRICT:**

*Melissa Reyes*

Signature

Melissa Reyes, Director, Purchasing

Typed Name/Title

2/10/25

Date

**AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

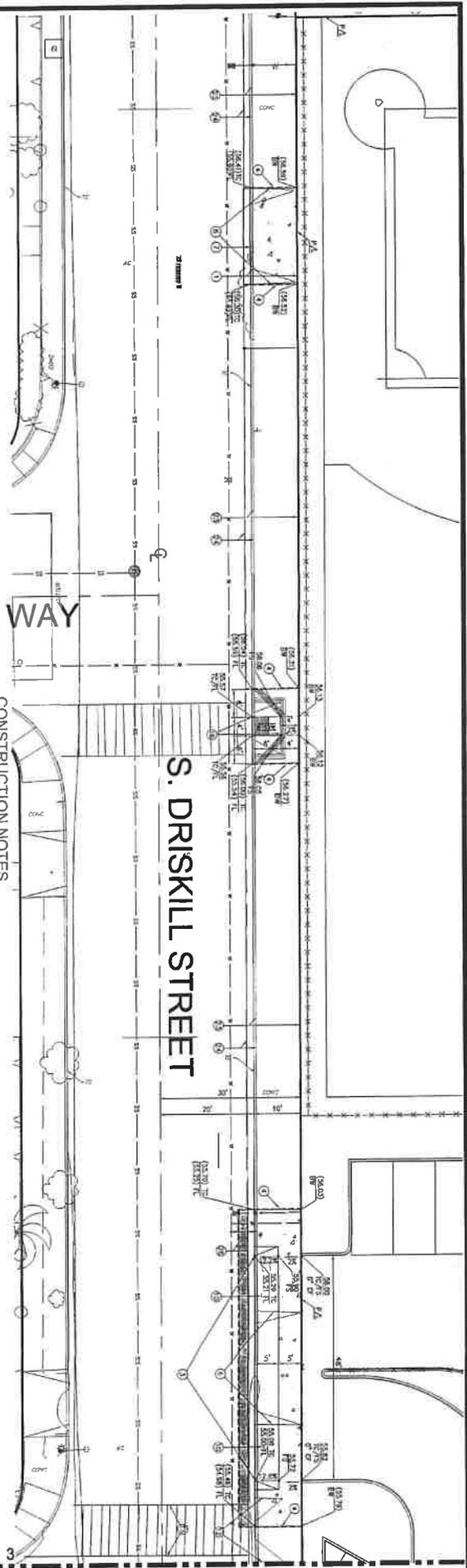
**DRAWINGS**

Plan Sheets Prepared by Brandow and Johnson under IBI Architects, Architects Project No 109990,  
DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

**Completion of off-site improvements and utility connections per plans prepared under IBI Architects direction for the Rose Avenue School Reconstruction Project.**





HAZZ WAY

S. DRISKILL STREET

CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OMAHA STD. PLAN PLATE 112 SHEET 1.
2. CONSTRUCT 6" THICK W/ REBAR REINFORCED COMMERCIAL DRIVEWAY W-207, 24x46, 1'-3" PER CITY OF OMAHA STD. PLAN PLATE 113.
3. CONSTRUCT 6" THICK W/ REBAR COMMERCIAL DRIVEWAY W-401, PER CITY OF OMAHA STD. PLAN PLATE 113.
4. SAWCUT EXISTING PAVEMENT & JOIN SIDEWALK SHALL BE CUT AT THE REINFORCING BARS.
5. INSTALL SIDEWALKS W11-2, W10-7P.
6. EXISTING DRIVEWAY TO BE REMOVED.
7. CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-4(150) ON 8" C&B PER CITY OF OMAHA STD. PLAN PLATE 111.
8. HOUSG CONNECTION SEWERS PER PER CITY OF OMAHA STD. PLAN PLATE 402.
9. CONSTRUCT 6" THICK W/ REBAR REINFORCED COMMERCIAL DRIVEWAY W-207, 24x46, 1'-3" PER CITY OF OMAHA STD. PLAN PLATE 113.
10. REMOVE EXISTING STREET SEAL.
11. CONSTRUCT CURB RAMP CASE, 8" TYPE 1 PER CITY OF OMAHA STD. REMOVE EXISTING CURB RAMP.
12. REMOVE EXISTING STRIPING.
13. CONSTRUCT 6" THICK W/ REBAR COMMERCIAL DRIVEWAY W-207, PER CITY OF OMAHA STD. PLAN PLATE 113.
14. CONSTRUCT CONCRETE CURB, TYPE A1-8 ON 8" C&B PER PER CITY OF OMAHA STD. PLAN PLATE 111.
15. REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
16. PROVIDE PARALLEL PARKING STRIP STRIPING PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
17. RETAIL 6" HAS SKINNY SEWER PER AT 7% MINIMUM SLOPE.
18. CONSTRUCT SIDEWALK RAMP PER PER CITY OF OMAHA STD. PLAN PLATE 122 TO BE PRIVATELY MAINTAINED.
19. CONSTRUCT CURB RAMP CASE A TYPE 2 PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
20. INSTALL 16" RCP STORM DRAIN PER AT 0.5% MINIMUM SLOPE.
21. STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OMAHA STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED TO BE CONSTRUCTED AND OPERATIONAL.
22. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
23. INSTALL TURNING CROSSING PER OMAHA STD PLAN 424P.
24. CONSTRUCT ASPHALT PAVEMENT PER CITY OF OMAHA STD. PLAN PLATE 113. 2" CONSTRUCTION FOR GRANULAR.
25. INSTALL CURB, JOINT PER CITY OF OMAHA STD. PLAN PLATE 113.
26. INSTALL CURB, JOINT PER CITY OF OMAHA STD. PLAN PLATE 113.

DRISKILL STREET PLAN



MATCHLINE - SEE SHEET 3



AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. SHEET NO. 0211, HEREON, WAS CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND APPROVED CONSTRUCTION METHODS AND APPROVED CONSTRUCTION METHODS, AS INDICATED IN THE REVISION BLOCK.

DATE	REVISIONS	BY	DATE

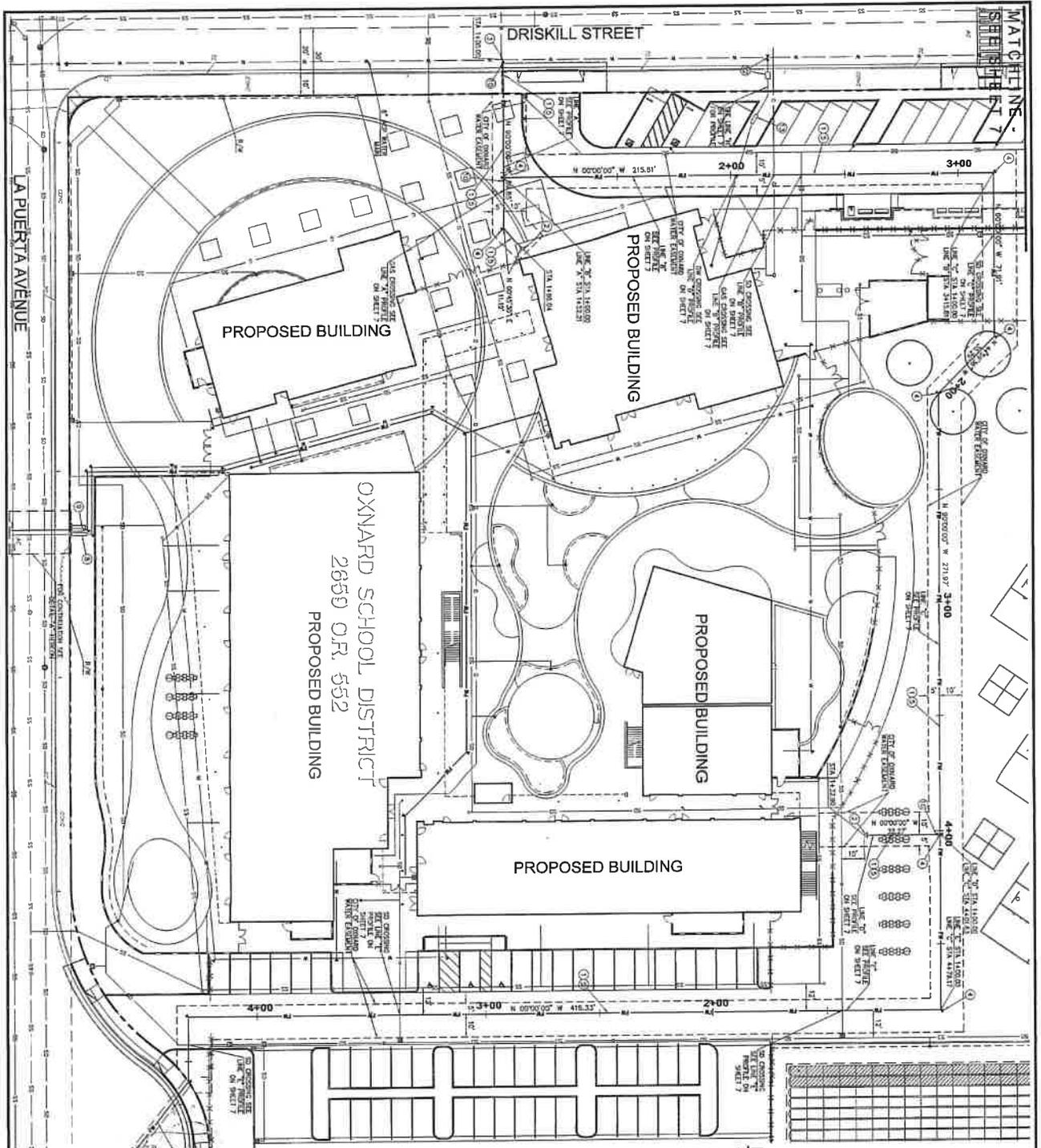
MARK	DATE	DESCRIPTION

OXFORD PROJECT NO. 12404  
 STREET IMPROVEMENT PLAN  
 DRISKILL STREET IMPROVEMENT PLAN  
 DATE: 12/04/2014  
 21-28A





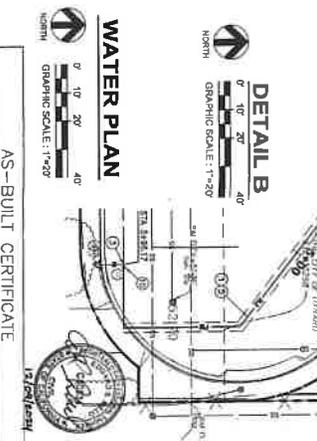
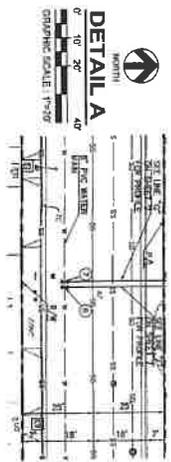




- CONSTRUCTION NOTES:**
- INSTALL 1" PVC FIRE WATER LINE PER MAIN C-900 CLASS 200 W/ 0.1 FITTINGS.
  - INSTALL NEW JACOBS TRIM - 4-003 PER 4102 - 1/2" FIRE STOPKIT.
  - TELE TO OXNARD MAIN PER CITY OF OXNARD PLATE NO. 27 & 33.
  - INSTALL INVESTIGATION PER CITY OF OXNARD PLATE NO. 28.
  - THROUGH-A-BOLTS PER CITY OF OXNARD PLATE NO. 62.
  - NEW 4" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 310.
  - NEW 6" FIRE WATER SERVICE PER CITY OF OXNARD PLATE NO. 311.
  - INSTALL 5" REDUCED PRESSURE PRERENTIAL ASSEMBLY, MODEL 315 OR APPROVED.
  - INSTALL 4" DOUBLE ACTING CHECK ASSEMBLY WITH 100' WALKS UOEL, 300VAL OR APPROVED EQUAL MODEL NUMBER SWITCH AND CHAIN & LOCK BOX TO SECURE THE INSTALL DATE VALVE AND VALVE OPER PER CITY OF OXNARD PLATE NO. 303.
  - INSTALL 6" PVC FIRE MAIN LINE PER MAIN C-900 CLASS 200 W/ 0.1 FITTINGS.
  - NEW 2" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 304.
  - INSTALL 1.5" REDUCED PRESSURE PRERENTIAL ASSEMBLY, MODEL 315 OR APPROVED EQUAL.

**LEGEND**

---	PROPERTY LINE	C	GAS MAIN
---	CENTER LINE	CS	SEWER
---	EXIST. FIRE	C	EXIST. GAS MAIN
---	EXIST. FENCE	SS	EXIST. SANITARY SEWER
---	DOMESTIC WATER	W	EXIST. WATER MAIN
---	RECORDED WATER	FM	EXIST. RECORD WATER
---	FORWARDED PIPE	DI	EXISTING WATER
---	EXISTING FIRE HYDRANT	V	

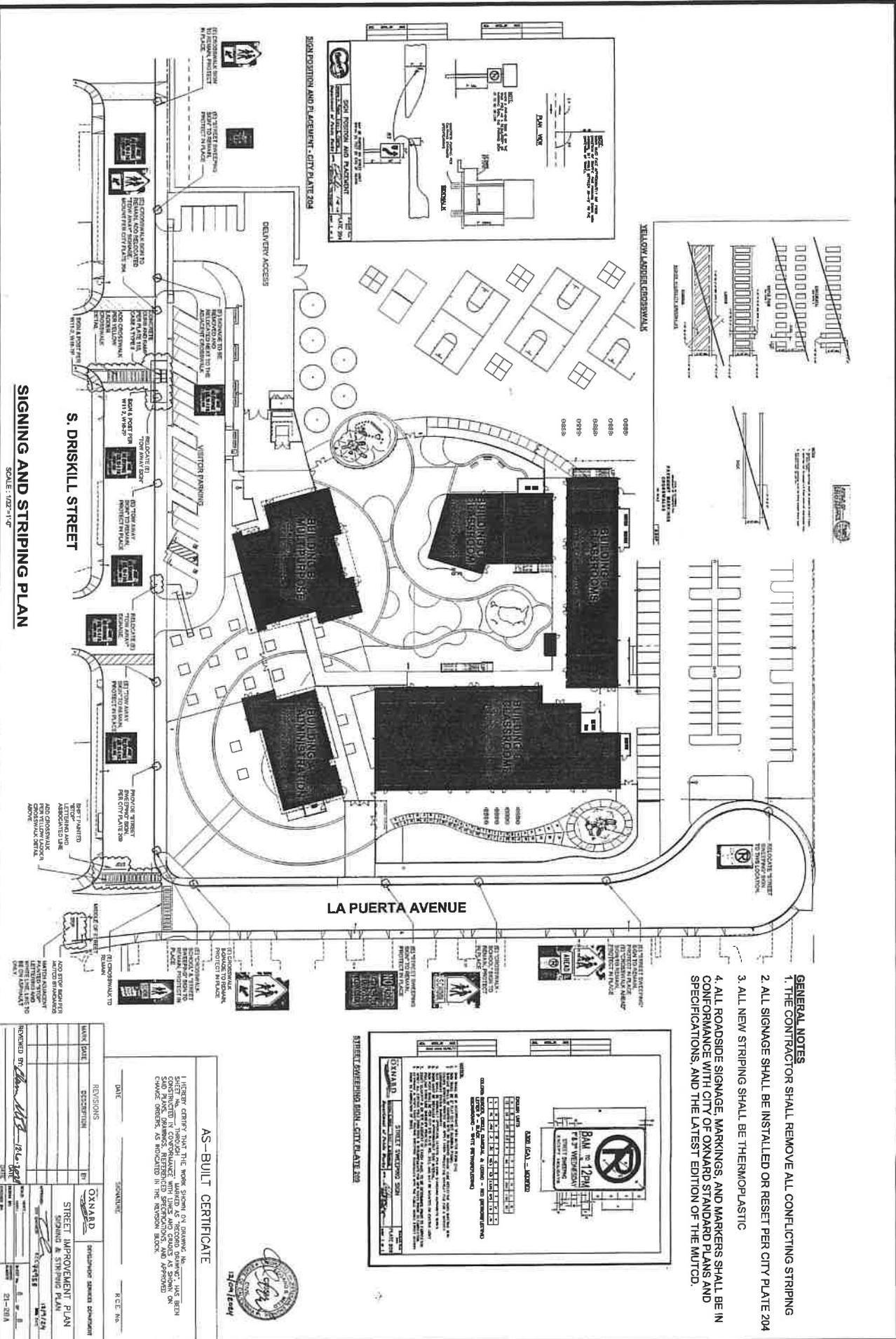


**AS-BUILT CERTIFICATE**

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_ THROUGHOUT THIS PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND STANDARDS AS APPLICABLE TO THE PROJECT. ANY CHANGES TO THE ORIGINAL DRAWING OR SPECIFICATIONS ARE INDICATED IN THE REVISION BLOCK.

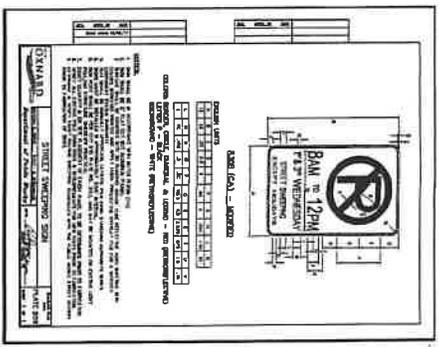
DATE	SCALE	DATE	SCALE						
<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION				<p>BY: <b>OXNARD</b> ENGINEER/DESIGNER/EXAMINER</p> <p>DATE: <b>12/14/24</b></p>	
NO.	DATE	DESCRIPTION							





**SIGNING AND STRIPING PLAN**  
SCALE: 1/32"=1'-0"

- GENERAL NOTES**
1. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING
  2. ALL SIGNAGE SHALL BE INSTALLED OR RESET PER CITY PLATE 204
  3. ALL NEW STRIPING SHALL BE THERMOPLASTIC
  4. ALL ROADSIDE SIGNAGE, MARKINGS, AND MARKERS SHALL BE IN CONFORMANCE WITH CITY OF OXNARD STANDARD PLANS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE MUTCD.



**AS-BUILT CERTIFICATE**

I, THE CITY ENGINEER, HAVE THE WORK SHOWN ON DRAWING NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_ CONSTRUCTION IN CONFORMANCE WITH LINES AND COLORS AS SHOWN ON CHANGING ORDERS, AS INDICATED IN THE REVISION BOOK.

DATE	REVISIONS	BY	APPROVED BY

DATE	REVISIONS	BY	APPROVED BY

OXNARD CITY ENGINEER

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-19-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Order No.:</b>	9 R3
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction	<b>Change Event No.:</b>	141
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Change Order #9 R3 - CE #141 - TIA #04 - Offsite Improvement Plans Dated 12/12/24

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.

Modifications to the existing installed onsite Fire Water line: Removal and replacement of the 8" Fire Water Line and re-location and re-setting of the North Fire Hydrant, added 5 storm drain bubbler catch basins to route storm drain under modified 8" fire water line at a depth of 5 feet, Off-Site Storm Drain modifications, Change to Reinforced Concrete Pipe in City ROW on La Puerta, including 4 - 8" 45 degree elbows in fire water to go over existing storm drainpipe, re-installation of cold parch and pipe at entry due to wear and tear, Modifications to signage and stripping and increased multiple pavements move-in operations. Including 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, in line with the November 2024 Schedule Update.

This change order excludes all work associated with CCD 026, including both direct and indirect costs. Any work related to CCD 026, as well as its associated direct and indirect costs, will be addressed and submitted under a separate change order at a later date.

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

**BC Rincon**

A/C & Base Material Increase for Phase I & Phase II	\$	91,324.00
Off-Site Slot and Trench Pave	\$	22,472.00
Off-site Striping per Street Improvement Plan	\$	25,651.00
Seal and Re-stripe ECDC Driveway	\$	2,318.00
Clean up Existing Graded Areas (Back Parking Lot, Side Playground, Passenger Drop	\$	17,908.00
Overhead & Profit and Bond	\$	26,705.00
Temporary A/C for Teachers Parking Lot Entrance Re-Route at Phase II Temp	\$	7,500.00
Access Ramp at front of Existing Admin Bldg for future ECDC		

**Boneso Brothers**

Time impact cost for completing the project, based on construction update schedule and extended overhead costs, Labor and material Increase.	\$	145,278.00
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**Burns Pacific**

Remove and Re-Install 8 inch Fire Water Line	\$	135,704.00
Install (5) Storm Drain Bubbler Catch Basins	\$	65,430.00
Revise Storm Drain to Reinforced Concrete Pipe at La Puerta	\$	45,712.00
Install 126 feet of additional pipe and steel casing to accommodate changes to off-site fire water tie-in location at La Puerta	\$	85,063.00
Remove and replace concrete for curb, gutter, and residential driveway on La Puerta	\$	13,432.00
Flush out and clean storm drains and StormTech system	\$	52,375.00
Flush out and clean sewer line	\$	5,859.00
Increase in labor and equipment rates	\$	23,539.00

**CAM Painting**

Extra costs incurred from project delays, including ongoing project management, bond extensions, insurance.	\$	256,795.00
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## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-19-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Order No.:</b>	9 R3
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction	<b>Change Event No.:</b>	141
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**Huitt-Zollars**

Re-staking The Fire Water Lane and revisions at the Parent Drop Off and La Puerta \$ 18,700.00

**Inland Building**

**Site Concrete**

Added curb ramps per Sheets 2 & 3 of 9 \$ 32,854.00  
 Remove & Replace Slab for Bubbler \$ 14,760.00  
 Schedule Extension, labor & Material increases \$ 55,865.00  
 Re-Certification of Fire Extinguishers Due to Schedule Extension \$ 1,934.00  
 Markup (Labor, Material and Equipment) \$ 12,867.00  
 Street Sweeping \$ 10,500.00  
 Bond/Insurance \$ 2,576.00  
 Remove and replace of curb and gutter of sidewalk at Phase II construction entran \$ 15,000.00

**Exterior Play & Gym Equipment**

Exterior Play Equipment Material and Labor Cost \$ 20,101.00

**JDML Inc.**

Increase in Tipping fees for disposing of demolition waste at a landfill or recycling fac \$ 129,775.00  
 Asphalt removal for installation of bubbler north of trash enclosure per Offsites \$ 4,400.00  
 Approved Plans

**Marina**

SWPPP Maintenance due to time Extension - Thru December 2025 \$ 183,960.00  
 QSP Inspections and Reports - Thru December 2025 \$ 32,900.00

**Premierwest Landscape**

Material Cost Increase for Landscape \$ 122,609.00  
 Material increase for Irrigation Material \$ 32,632.00

**RCM Fire Protection**

Remobilization \$ 1,526.00  
 Labor Cost Increase \$ 3,053.00

**Smith MEP**

Extended Warranty, Re-startup, & Labor cost Increase \$ 233,262.00

**Summer Construction**

Re-grading of Fireline & Parking Lot due to Firewater line reconstruction \$ 43,023.24  
 Labor Cost Increase \$ 26,742.81

**Taft Electric**

Direct and Indirect Labor Cost Increase \$ 1,716,687.00

**Other:**

Ribbon Gutter/Curb Repairs at East parking lot after temp. base removal \$ 5,500.00  
 Water Damage to Media Center- Ude Offsite Approvals not having the Utilities Tied- \$ 37,238.00  
 Additional Clean-up - Site/Building due to Offsite Changes \$ 20,000.00  
 Touch up - Due to Building final connections/ Offsite Approvals \$ 5,000.00  
 Punch List Remobilizations \$ 15,000.00

**Subtotal A: \$ 3,821,530.05**

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-19-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Order No.:</b>	9 R3
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction	<b>Change Event No.:</b>	141
<b>Project Number:</b>	15650001	<b>Contract Number:</b>	P22-01685
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Task Order Number:</b>	n/a
<b>From: (Contractor or Design)</b>	Balfour Beatty		

<b>B. Offsite Approvals Delay for Work to be Completed (Based on November 2024 Schedule Update)</b>			
Subcontractors' Insurances & Bonds	\$	517,983.00	
		<b>Subtotal B:</b>	<b>\$ 517,983.00</b>
<b>C. General Contractor's Cost</b>			
Balfour Beatty General Conditions )	\$	2,496,937.50	
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	
		<b>Subtotal C:</b>	<b>\$ 2,496,937.50</b>
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A	\$	191,076.50	
Overhead & Profit 5% of Subtotal B	\$	25,899.15	
Overhead & Profit 10% of Subtotal C	\$	249,693.75	
		<b>Subtotal D:</b>	<b>\$ 466,669.40</b>
<b>E. Bond at 1%</b>		<b>Subtotal E:</b>	<b>\$ 75,320.96</b>
<b>F. Builders Risk Insurance at 1%</b>		<b>Subtotal F:</b>	<b>\$ 75,320.96</b>
<b>G. General Liability at 1.04%</b>		<b>Subtotal G:</b>	<b>\$ 78,333.80</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>7,532,096.00</b>
<b>Offsite Improvements Contingency</b>		<b>\$</b>	<b>150,000.00</b>

Phase I & II

The request could potentially Increase the Milestones and/or Contract Time by **808** calendar days. 2026-03-23

□

Rafael Alamillo, Project Manager - Balfour Beatty

2024-12-19

Print Name & Title (General Contractor)

Signature

Date

# Oxnard School District

**PURCHASE ORDER**  
 NO: P18-02547  
 DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:  
 Facilities  
 1055 S C STREET  
 OXNARD, CA 93030-7442

Vendor Phone: FAX:  
 BALFOUR BEATTY CONST. LLC  
 10620 TREENA STREET, #300  
 SAN DIEGO, CA 92131

BILL TO:  
 Accounts Payable  
 1051 South A Street  
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 006237/1	REQUISITIONER Lisa Franz	REQUISITION # R18-02721
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #	

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK PRE-CONSTRUCTION SERVICES AT ROSE AVENUE SCHOOL PER AGREEMENT #17-158  *APPROVED BY THE BOARD OF TRUSTEES ON 9/20/17  <b>ACCOUNT DISTRIBUTION</b> ( 050184) 214- 6270- 9010- 0- 0000- 8500- 058- 600- 0058- 0	219,000.00	\$219,000.00
				<b>AMOUNT</b>	
				\$219,000.00	
<b>IMPORTANT INSTRUCTIONS TO VENDOR</b> 1. Itemized INVOICES in Duplicate. 2. Enclose PACKING LIST with ALL shipments. 3. No deviation in PRICE or SUBSTITUTION in kind permitted. 4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. 5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. 6. Purchase order number must appear on packing slip. 7. Charges for the purchase in excess of 10% must be verified before delivery.					
				Order Sub-Total	\$219,000.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				<b>Order Total</b>	<b>\$219,000.00</b>

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

## #17-158

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

### **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

## #17-158

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

## #17-158

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

### **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

## **SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

**SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

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- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

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performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

### **SECTION 11. NOT USED**

### **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

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replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

### **SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

### **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

### **SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

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as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

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With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

## #17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

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- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

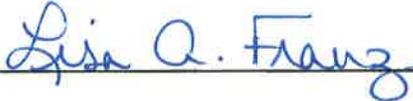
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131

By:  \_\_\_\_\_  
Name/Title: Brian Cahill  
President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:  \_\_\_\_\_  
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## SITE LEASE

### AGREEMENT #17-159

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Balfour Beatty Construction. LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego, CA 92131 (hereinafter referred to as "Contractor") as lessee.

### RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

#### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

#### **SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

#### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section D: Action Items

### **Approval of Agreement #25-134 – Highland Electric Fleets, LLC. (Pifko/Galván)**

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Highland Electric Fleets will provide Oxnard School District with a turnkey transition from CNG (Compressed Natural Gas) school buses to electric school buses, covering consulting, procurement, installation, training, charge management, and operations.

The project includes fifteen (15) Type C electric buses, twenty-one (21) 30 kW single-port chargers, two (2) 60 kW dual-port chargers, and related infrastructure at 516 W. Wooley Rd., Oxnard, CA. This partnership ensures compliance with AB 579, which mandates all new school buses purchased after January 1, 2035, be zero-emission.

Highland will also manage full EPA grant compliance, including reporting, documentation, operational data tracking, emissions calculations, and audit support-helping the district meet regulatory requirements while advancing safe, sustainable, and modern student transportation.

For Reference AB 579: As of October 8, 2023, Governor Gavin Newsom signed Assembly Bill 579 into law. It requires that starting January 1, 2035, 100% of all newly purchased or contracted school buses by local educational agencies (school districts, county offices of education, or charter schools) must be zero emission.

Term of Amendment: September 18, 2025 through June 30, 2037

#### **FISCAL IMPACT:**

\$4,683,369.76 for Total of 12 years – Clean Heavy-Duty Vehicles Grant Program and General Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-134 with Highland Electric Fleets, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #25-134, Highland Electric Fleets, LLC. \(48 Pages\)](#)  
[PPT Presentation \(9 Pages\)](#)



Awarded Contract

Contract # 051123-HEF

**VENDOR:** HEF-P Oxnard, LLC (a limited liability company to be formed by Highland Electric Fleets, Inc.) (also, "Highland" or "Provider")

**ADDRESS:** 200 Cummings Center, Suite 273D  
Beverly, MA 01916

**CONTACT:** Adam Blau

**EMAIL:** adam@highlandfleets.com

All quoted Services are Guaranteed Best Government Value, and have been Competitively Awarded for purchase using:

**Sourcewell Contract  
051123-HEF**

**Valid: 07/20/2023 – 07/19/2027**

CUSTOMER:	QUOTE NUMBER:	QUOTE DATE:
CUSTOMER: Oxnard School District	CA-OXND-0001	August 11, 2025
ADDRESS:	Freight Terms	Prepaid
1051 S A St. Oxnard, CA 93030	Payment Terms	Annual beginning Operational Date (see attached contract)
CONTACT (name & title): Rita Galvan, Director of Transportation	Est. Project Timeline	18 months after Contract execution
EMAIL; PHONE: (805)-385-1519; rgalvan@oxnardsd.org	Quote Effective Through:	September 15, 2025

SKU	PRODUCT DESCRIPTION	QTY	LIST PRICE/	CONTRACT PRICE**	TOTAL *
SBS-0-60KW-20	School Bus & Shuttles -12 year contract for 14001 - 16000 miles & 20 - 40 kW Charger with Net VAC of \$0 - \$50k	15	\$45,900.00	\$25,900.00	\$388,500.00
Discount	Add'l District Discount	15	(\$3,900.00)		(\$58,500.00)
Sixteen (16) Type C Electric School Buses with EPA CHDV Grant and HVIP Vouchers applied Oxnard School District is Sourcewell Member No. 53856 <a href="https://www.sourcewell-mn.gov/participating-agency/53856">https://www.sourcewell-mn.gov/participating-agency/53856</a>			SUBTOTAL:		\$330,000.00
			SALES TAX:		(if applicable)
			TOTAL CONTRACT PRICE, CONTRACT YEAR 1:		\$330,000.00

\*This Quotation is subject to the Terms and Conditions of Sourcewell Contract 051123-HEF, as noted on the following pages.

\*\*Noted Contract Price includes any Sourcewell Volume Discounts  
PRICING IS FOR CONTRACT YEAR 1 UNLESS OTHERWISE STATED.

## SCOPE OF SERVICES

This **Transportation Equipment Services Scope of Services** (“**Scope of Services**”) is incorporated into and made part of the foregoing quote (“**Quote**” or, when executed, “**Purchase Order**”) for Products or “**Services**” (as further described in this Scope of Services) provided to the Customer (also, “**District**”) by the Vendor (also “**Provider**”), as set forth on Page 1. Upon countersignature of this Quote by the District, the District will acknowledge and accept this Quote, including this Scope of Services, whereupon this Quote shall become a binding Purchase Order and Provider and Customer will execute and deliver the Sourcewell Contract, Contract #051123-HEF (a “**TESA**”) that incorporates this Purchase Order, including this Scope of Services as Part 1, the Highland General Terms and Conditions (“**Terms and Conditions**”) as Part 2, and all Exhibits (each a “**TESA Exhibit**”) referred to in the Scope of Services or such Terms and Conditions.

This Scope of Services provides, in summary format, descriptions of the Services and Products to be provided by Provider to Customer. This Scope of Services is modified by the Terms and Conditions and by the TESA Exhibits described in this Scope of Services and in the Terms and Conditions.

<p><b>1. Parties:</b></p>	<p>The Parties and their respective notice addresses are as set forth on Page 1.</p>
<p><b>2. Services:</b></p>	<p>Customer retains Provider to provide, and Provider will provide the following “<b>Services</b>” for the Contract Price (defined in the Terms and Conditions), for the period identified below:</p> <ul style="list-style-type: none"> <li>(a) <b>Consulting Services:</b> Assist in planning for fleet electrification, including identifying incentives for future deployments;</li> <li>(b) <b>Procurement Services:</b> From the date the TESA is executed (“<b>Effective Date</b>”) through the Operational Date (defined below), and thereafter in Provider’s judgment, specify and procure the System (defined below), selecting components that optimize System performance and efficiency in light of Customer requirements;</li> <li>(c) <b>Installation Services:</b> Beginning the Effective Date, design, obtain required Approvals (defined in the Terms and Conditions) for, install, interconnect, and start-up, Chargers, Infrastructure, and related improvements at the Premises (defined below), consistent with the final System Site Plan (defined below);</li> <li>(d) <b>Training Services:</b> Before the Operational Date, at mutually agreed time(s), coordinate original equipment manufacturer (“<b>OEM</b>”) training and provide training in use of the System to Customer personnel;</li> <li>(e) <b>Charge Management Services:</b> From the Operational Date through the remainder of the Term (defined below) charge Vehicles (defined below) and pay for related electricity; and license the Platform (defined below) to Customer as provided in the TESA; and</li> <li>(f) <b>Operations Services:</b> From the Operational Date through the remainder of the Term provide Vehicles for use during the agreed Vehicle Operation Period or VOP (defined below); provide access for Vehicles to, and operate and maintain, Chargers and Infrastructure; and reimburse Customer for Vehicle maintenance and repairs performed by Customer in accordance with the Terms and Conditions.</li> </ul>
<p><b>3. Vehicles; Chargers; System; Platform:</b></p>	<p>Provider’s Services will be based on the operation and use of:</p> <ul style="list-style-type: none"> <li>(a) <b>Fifteen (15) Type C</b> electric school buses, as further described on <b>TESA Exhibit 1A</b> (each, a “<b>Vehicle</b>”);</li> <li>(b) Twenty-one (21) 30 kW single-port charging stations and two (2) 60 kW, dual-port charging stations (each, a “<b>Charger</b>”) installed at the Premises, as depicted on the preliminary System Site Plan attached as <b>TESA Exhibit 1B</b>;</li> <li>(c) Related equipment and infrastructure installed at the Premises, consistent with <b>TESA Exhibit 1B</b> (collectively, “<b>Infrastructure</b>,” the Vehicles, Chargers, and Infrastructure, collectively, the “<b>System</b>”); and</li> <li>(d) The license to the Customer of Provider’s intellectual property rights in the fleet management software platform that supports the System (the “<b>Platform</b>”), subject to the license terms set forth in the Terms and Conditions.</li> </ul>
<p><b>4. Premises:</b></p>	<p>The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the “<b>Premises</b>”) owned and occupied by Customer and having a street address of: <b>516 W Wooley Rd, Oxnard, CA</b></p>

	<p><u>93030.</u></p> <p><b>TESA Exhibit 1B</b> includes a preliminary plan (“<b>System Site Plan</b>”) reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision as provided in the Terms and Conditions.</p>
<p><b>5. Operational Date; Anticipated Operational Date:</b></p>	<p>The date the Parties agree that the System is capable of being operated in accordance with the Terms and Conditions is the “<b>Operational Date</b>,” as further described in the Terms and Conditions.</p> <p>The System, including all Vehicles, will be operational, as contemplated by the Terms and Conditions, on the date (“<b>Anticipated Operational Date</b>”) that is <b>eighteen (18)</b> months after the Effective Date.</p>
<p><b>6. Term:</b></p>	<p>(a) “<b>Initial Term</b>”: The period beginning the Operational Date, and ending on the last day of the <b>twelfth (12<sup>th</sup>)</b> Contract Year (defined below).</p> <p>(b) “<b>Extension Term</b>”: An additional period of <b>three (3)</b> Contract Years commencing the first day after the Initial Term.</p> <p>(c) “<b>Term</b>” means the period beginning the Effective Date and ending on the last day of the Initial Term or of the last Extension Term, as applicable, subject to earlier termination as provided in the TESA.</p> <p>(d) “<b>Contract Year</b>” means the 12-month period in the Term beginning the Operational Date or anniversary of the Operational Date.</p>
<p><b>7. Performance Assurances:</b></p>	<p>Subject to and as further detailed in the Terms and Conditions, Provider’s Services are supported by the following performance assurances:</p> <p><b>Charger Uptime Guarantee.</b> Provider guarantees that the Charger ports will be Available (defined in the Terms and Conditions) to charge the Vehicles, measured each Contract Year based on a minimum Availability percentage, subject to agreed exclusions.</p> <p><b>Route Readiness Guarantee:</b> Provider guarantees that each Vehicle will be sufficient charged for its first, regular Designated Route (defined in the Terms and Conditions) on each day in the VOP (defined below), subject to agreed exclusions.</p> <p><b>Service Promise:</b> Provider agrees to promptly respond to Customer requests regarding System issues, to escalate Vehicle repair issues to appropriate parties, and to regularly evaluate System for performance matters.</p>
<p><b>8. Operating Parameters:</b></p>	<p>(a) “<b>Annual Mileage Allowance</b>”: <b>18,154</b> miles/Vehicle/Contract Year</p> <p>(b) “<b>Vehicle Operating Period</b>” or “<b>VOP</b>” includes the following:</p> <p>(i) <b>6:00 am to 9:00 am and 2:00 pm to 5:00 pm</b> (“<b>Regular Operating Session</b>”) on any day in Customer’s published school year during the Term on which Customer’s educational activities are in regular session;</p> <p>(ii) The period outside of the Regular Operating Session that Customer operates a Vehicle for “<b>Planned Excursion</b>,” in accordance with the Terms and Conditions.</p> <p>(c) “<b>Distance Limitation</b>.” <b>250</b> miles away from the Premises in any direction.</p>
<p><b>9. Provider Use of System:</b></p>	<p>As detailed in the Terms and Conditions, Provider has the right to use the System outside the VOP, including to deploy the System to provide grid services (demand response and similar), charging (including charging-for-a-fee), or building electricity, so long as this Provider use does not interfere with the Services.</p>
<p><b>10. Contract Price; Performance-Based Adjustments:</b></p>	<p>(a) “<b>Base Service Fee</b>”: <b>\$22,000.00</b> per Vehicle per Contract Year, as provided in the Terms and Conditions, subject to escalation beginning the second Contract Year at a rate (“<b>Annual Escalator</b>”) equal to <b>3%</b>/year, subject to adjustment as provided in the Terms and Conditions.</p> <p>(b) Performance-Based Fees and Credits:</p> <p>(i) “<b>Excess Mileage Fee</b>”: <b>\$3.00</b> per mile per Vehicle per Contract Year above Annual Mileage Allowance</p> <p>(ii) “<b>Time of Use Fee</b>”: <b>\$50.00</b> per hour outside of VOP per Vehicle.</p> <p>(c) If the Charger Uptime Guarantee is not satisfied in a Contract Year, then, for each <b>1%</b> below</p>

	<p><b>97%</b> that System Chargers are not "Available" (defined in the Terms and Conditions) in that Contract Year, Provider will provide "<b>Availability Credits</b>" to Customer equal to <b>1%</b> of the aggregate Base Service Fee paid for the Contract Year.</p> <p>(d) If the Route Readiness Guarantee is not satisfied for a Vehicle on any day in the VOP during the Term, Provider will provide a "<b>Downtime Credit</b>" to Customer equal to <b>\$100.00</b> per day per Vehicle.</p> <p>The total amount of Availability Credits and Downtime Credits that accrue in a Contract Year are capped at <b>10%</b> of the aggregate Base Service Fee paid for that Contract Year.</p>
<b>11. Regular Maintenance Credit and Reimbursement Rates:</b>	<p>Provider will reimburse Customer for Repair Work (defined in the Terms and Conditions), including the "<b>Annual Vehicle Work</b>" detailed on <b>TESA Exhibit 1A</b>, and Vehicle towing, all in accordance with the Terms and Conditions based on the following:</p> <p>(a) Reimbursable Labor Rate: <b>\$75.00</b> per hour for Vehicle Repair;</p> <p>(b) Towing Cap: <b>\$650.00</b> per Vehicle per tow;</p> <p>(c) Parts – reimbursement at cost, subject to coordination with Provider.</p>
<b>12. Existing Incentives:</b>	<p>An "<b>Existing Incentive</b>" means any of the following:</p> <p>(a) EPA Clean Heavy Duty Vehicle Grant ("<b>EPA Incentive</b>") equal to <b>\$303,500.00</b> per Vehicle for fifteen (15) Vehicles, <b>\$4,552,500.00</b> in total, as to which Customer is the awardee and Provider is (or will be) the subawardee;</p> <p>(b) California Clean Energy Commission Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles ("<b>Energiize</b>") grant equal to <b>\$722,500.00</b> (the "<b>Energiize Incentive</b>")</p> <p>(c) California Air Resources Board Hybrid and Zero-Emission Truck and Bus Vouchers I equal to <b>\$198,000.00</b> per Vehicle for fifteen (15) Vehicles, <b>\$2,970,000.00</b> total ("<b>HVIP Incentive</b>") to support the purchase of such 15 Vehicles, subject to <b>TESA Exhibit 2C</b>;</p> <p>(d) Make ready incentive from Southern California Edison Charge Ready Transport Program for <b>\$188,668.00</b> total;</p> <p>(e) Ventura County Combined Incentive Program Charging or Alt Fuel Infrastructure Project grant in the total amount of <b>\$289,283.58</b> to support procurement, installation, and commissioning of Chargers and Infrastructure;</p> <p>(f) Incentive Tax Credits equal to \$40,000/Vehicle under Section 45W of the Inflation Reduction Act of 2022 ("<b>IRA</b>") and 30% of the eligible costs of Chargers and Infrastructure under IRA Section 30C; and</p> <p>(g) Accelerated depreciation for the System.</p> <p>Existing Incentive benefits shall be paid or credited to Provider or otherwise used as contemplated by the TESA. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on <b>TESA Exhibit 1C</b>.</p>
<b>13. Interconnection Limit:</b>	<p><b>\$0.00</b>, which covers the expected Provider costs, after applying applicable make-ready Existing Incentives, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.</p>
<b>14. Governing Law; Venue:</b>	<p>This Purchase Order and the TESA shall be governed by and construed in accordance with the domestic laws of California, without reference to any choice of law principles. The state courts of California and the federal courts sitting in Los Angeles, California, shall have exclusive jurisdiction over any action or proceeding arising under this Purchase Order or the TESA, with venue lying in Los Angeles, California.</p>
<b>15. Future Electrification:</b>	<p>As detailed in the Terms and Conditions, Customer and Provider will collaborate to secure Incentives for Customer's future fleet electrifications, and Customer will consider working with Provider to on such future fleet electrifications, subject to applicable law, including procurement law.</p>
<b>16. Other:</b>	<p>See <b>TESA Exhibit 2C</b>.</p>

<<<End of Highland Scope of Services. Signature Page follows.



Awarded Contract

Contract # 051123-HEF

To place your order using this Quotation, please fill in the following required information and sign where indicated below.

BILLING INFORMATION

SHIPPING INFORMATION

Same as Billing

Name: Oxnard School District
Address: 1051 S A St.
Oxnard, CA 93030
Contact: Rita Galvan
Phone: (805)-385-1519
Email: rgalvan@oxnardsd.org

Name: Oxnard School District
Address: 516 W Wooley Rd.
Oxnard, CA 93030
Contact: Rita Galvan
Phone: (805)-385-1519
Email: rgalvan@oxnardsd.org

Oxnard School District

Melissa Reyes
Authorized Signatory Name (PRINT)
Director, Purchasing
Title
805/385-1501
Phone

Authorized Signatory's Signature
Date
mvreyes@oxnardsd.org
Email

Remit signed Quotation/Orders to:

HEF-P OXNARD, LLC
c/o HIGHLAND ELECTRIC FLEETS, INC.
200 Cummings Center, Suite 273D, Beverly, MA 01915
SOURCEWELLORDERS@HIGHLANDFLEETS.COM

THANK YOU FOR YOUR BUSINESS!

## TRANSPORTATION EQUIPMENT SERVICES AGREEMENT

### I. INTRODUCTION

This Transportation Equipment Services Agreement (“**Agreement**”) between the Customer and the Provider listed below (each a “**Party**”) is effective as of last date of signature of this Agreement (“**Effective Date**”). The Agreement includes and incorporates this **Part 1**, including the “Scope of Services” and its Exhibits and Schedules, included as **Part 1**, and the “Terms and Conditions” and its Exhibits, included as **Part 2**, as listed below:

**Part 1 – Transportation Equipment Services Agreement Introduction, Recitals, Scope of Services; Execution**

**Exhibit 1A** – Vehicle Specifications; Annual Vehicle Work

**Exhibit 1B** – Preliminary System Site Plan

**Exhibit 1C** – Incentive Compliance

**Part 2 – Terms and Conditions**

**Exhibit 2A** – Operational Date Certificate

**Exhibit 2B** – Termination Payment

**Exhibit 2C** - Customer-Specific Provisions

### RECITALS

To improve the ridership and driver experience, and generate environmental and health benefits, Customer desires to transition all or part of its vehicle fleet to electric vehicles. Provider’s turnkey “Fleet” services involve three major components: (1) procurement and ongoing ownership of electric vehicles, chargers, and related infrastructure, (2) installation of the chargers and infrastructure, and (3) ongoing operational services including training, equipment operations and maintenance, charging (and paying for electricity), and provision of charge management and telemetry data via web-based software platform. The services are provided in exchange for an annual contract price paid by Customer to Provider.

### II. SCOPE OF SERVICES

This Scope of Services provides, in summary format, references and definitions for the Services to be provided by Provider to Customer under this Agreement. This Scope of Services is a summary and is modified by the Exhibits and Schedules to this Scope of Services and by the Terms and Conditions.

<b>1. Parties; Notice Addresses:</b>	<p>(a) Customer: <u>Oxnard School District, a California public school district</u>  Notice Address: <u>1051 S A St, Oxnard, CA 93030</u>  Contact Name and Title: <u>Rita Galvan, Director of Transportation</u>  Contact Phone and Email: <u>(805)-385-1519; rgalvan@oxnardsd.org</u></p> <p>(b) Provider: <u>HEF-P Oxnard, LLC, a Delaware limited liability company</u>  Notice Address: <u>200 Cummings Center, Suite 273D, Beverly, MA 01915</u>  Contact Name and Title: <u>Benjamin Schutzman, Vice President</u>  Contact Phone and Email: <u>(610)-220-5841; ben@highlandfleets.com with copy to notices@highlandfleets.com</u></p>
<b>2. Services:</b>	<p>Customer retains Provider to provide, and Provider will provide the following “<b>Services</b>” for the Contract Price (defined in the Terms and Conditions), for the period identified below:</p> <p>(a) <b>Consulting Services:</b> Assist in planning for fleet electrification, including identifying incentives for future deployments;</p> <p>(b) <b>Procurement Services:</b> From the Effective Date through the Operational Date (defined below), and thereafter in Provider’s judgment, specify and procure or cause to be procured the System (defined below), selecting components that optimize System performance and efficiency in light of Customer requirements;</p> <p>(c) <b>Installation Services:</b> Beginning the Effective Date, design, obtain required Approvals (defined in the Terms and Conditions) for, install, interconnect, and start-up, Chargers, Infrastructure, and related improvements at the Premises (defined below), consistent with the final System Site Plan (defined below);</p> <p>(d) <b>Training Services:</b> Before the Operational Date, at mutually agreed time(s), coordinate original equipment manufacturer (“<b>OEM</b>”) training and provide training in use of the System to Customer personnel;</p> <p>(e) <b>Charge Management Services:</b> From the Operational Date through the remainder of the Term (defined below) charge Vehicles (defined below) and pay for related electricity;</p>

	<p>and license the Platform (defined below) to Customer as provided in the Terms and Conditions; and</p> <p>(f) <b>Operations Services:</b> From the Operational Date through the remainder of the Term provide Vehicles for use during the agreed Vehicle Operation Period or VOP (defined below); provide access for Vehicles to, and operate and maintain, Chargers and Infrastructure; and reimburse Customer for Vehicle maintenance and repairs performed by Customer in accordance with the Terms and Conditions.</p>
<p><b>3. Vehicles; Chargers; System; Platform:</b></p>	<p>Provider's Services will be based on the operation and use of:</p> <p>(a) <b>Fifteen (15) Type C</b> electric school buses, as further described on <b>Exhibit 1A</b> (each, a "Vehicle");</p> <p>(b) Twenty-one (21) 30 kW single-port charging stations and two (2) 60 kW, dual-port charging stations (each, a "Charger") installed at the Premises, as depicted on the preliminary System Site Plan attached as <b>Exhibit 1B</b>;</p> <p>(c) Related equipment and infrastructure installed at the Premises, consistent with <b>Exhibit 1B</b> (collectively, "Infrastructure;" the Vehicles, Chargers, and Infrastructure, collectively, the "System"); and</p> <p>(d) The license to the Customer of Provider's intellectual property rights in the fleet management software platform that supports the System (the "Platform"), subject to the license terms set forth in the Terms and Conditions.</p>
<p><b>4. Premises:</b></p>	<p>The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the "Premises") owned and occupied by Customer and having a street address of: <b>516 W Wooley Rd, Oxnard, CA 93030</b>.</p> <p><b>Exhibit 1B</b> includes a preliminary plan ("System Site Plan") reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision as provided in the Terms and Conditions.</p>
<p><b>5. Operational Date; Anticipated Operational Date:</b></p>	<p>The date the Parties agree that the System is capable of being operated in accordance with the Terms and Conditions is the "Operational Date," as further described in the Terms and Conditions.</p> <p>The System, including all Vehicles, will be operational, as contemplated by the Terms and Conditions, on the date ("Anticipated Operational Date") that is <b>eighteen (18)</b> months after the Effective Date.</p>
<p><b>6. Term:</b></p>	<p>(a) "Initial Term": The period beginning the Operational Date, and ending on the last day of the <b>twelfth (12<sup>th</sup>)</b> Contract Year (defined below).</p> <p>(b) "Extension Term": An additional period of <b>three (3)</b> Contract Years commencing the first day after the Initial Term.</p> <p>(c) "Term" means the period beginning the Effective Date and ending on the last day of the Initial Term or of the last Extension Term, as applicable, subject to earlier termination as provided in this Agreement.</p> <p>(d) "Contract Year" means the 12-month period in the Term beginning the Operational Date or anniversary of the Operational Date.</p>
<p><b>7. Performance Assurances:</b></p>	<p>Subject to and as further detailed in the Terms and Conditions, Provider's Services are supported by the following performance assurances:</p> <p><b>Charger Uptime Guarantee.</b> Provider guarantees that the Charger ports will be Available (defined in the Terms and Conditions) to charge the Vehicles, measured each Contract Year based on a minimum Availability percentage, subject to agreed exclusions.</p> <p><b>Route Readiness Guarantee:</b> Provider guarantees that each Vehicle will be sufficiently charged for its first, regular Designated Route (defined in the Terms and Conditions) on each day in the VOP (defined below), subject to agreed exclusions.</p> <p><b>Service Promise:</b> Provider agrees to promptly respond to Customer requests regarding System issues, to escalate Vehicle repair issues to appropriate parties, and to regularly evaluate System for performance matters.</p>
<p><b>8. Operating Parameters:</b></p>	<p>(a) "Annual Mileage Allowance": <b>18,154</b> miles/Vehicle/Contract Year</p> <p>(b) "Vehicle Operating Period" or "VOP" includes the following:</p> <p>(i) <b>6:00 am to 9:00 am and 2:00 pm to 5:00 pm</b> ("Regular Operating Session") on</p>

	<p>any day in Customer’s published school year during the Term on which Customer’s educational activities are in regular session;</p> <p>(ii) The period outside of the Regular Operating Session that Customer operates a Vehicle for “<b>Planned Excursion</b>,” in accordance with the Terms and Conditions.</p> <p>(c) “<b>Distance Limitation</b>.” <b>250</b> miles away from the Premises in any direction.</p>
<p><b>9. Provider Use of System:</b></p>	<p>As detailed in the Terms and Conditions, Provider has the right to use the System outside the VOP, including to deploy the System to provide grid services (demand response and similar), charging (including charging-for-a-fee), or building electricity, so long as this Provider use does not interfere with the Services.</p>
<p><b>10. Contract Price; Performance-Based Adjustments:</b></p>	<p>(a) “<b>Base Service Fee</b>”: <b>\$22,000.00</b> per Vehicle per Contract Year, as provided in the Terms and Conditions, subject to escalation beginning the second Contract Year at a rate (“<b>Annual Escalator</b>”) equal to <b>3%</b>/year, subject to adjustment as provided in the Terms and Conditions.</p> <p>(b) Performance-Based Fees and Credits:</p> <p>(i) “<b>Excess Mileage Fee</b>”: <b>\$3.00</b> per mile per Vehicle per Contract Year above Annual Mileage Allowance</p> <p>(ii) “<b>Time of Use Fee</b>”: <b>\$50.00</b> per hour outside of VOP per Vehicle.</p> <p>(c) If the Charger Uptime Guarantee is not satisfied in a Contract Year, then, for each <b>1%</b> below <b>97%</b> that System Chargers are not “Available” (defined in the Terms and Conditions) in that Contract Year, Provider will provide “<b>Availability Credits</b>” to Customer equal to <b>1%</b> of the aggregate Base Service Fee paid for the Contract Year.</p> <p>(d) If the Route Readiness Guarantee is not satisfied for a Vehicle on any day in the VOP during the Term, Provider will provide a “<b>Downtime Credit</b>” to Customer equal to <b>\$100.00</b> per day per Vehicle.</p> <p>(e) The total amount of Availability Credits and Downtime Credits that accrue in a Contract Year are capped at <b>10%</b> of the aggregate Base Service Fee paid for that Contract Year.</p>
<p><b>11. Regular Maintenance Credit and Reimbursement Rates:</b></p>	<p>Provider will reimburse Customer for Repair Work (defined in the Terms and Conditions), including the “<b>Annual Vehicle Work</b>” detailed on <b>Exhibit 1A</b>, and Vehicle towing, all in accordance with the Terms and Conditions based on the following:</p> <p>(a) Reimbursable Labor Rate: <b>\$75.00</b> per hour for Vehicle Repair;</p> <p>(b) Towing Cap: <b>\$650.00</b> per Vehicle per tow;</p> <p>(c) Parts – reimbursement at cost, subject to coordination with Provider.</p>
<p><b>12. Existing Incentives:</b></p>	<p>An “<b>Existing Incentive</b>” means any of the following:</p> <p>(a) EPA Clean Heavy Duty Vehicle Grant (“<b>EPA Incentive</b>”) equal to <b>\$303,500.00</b> per Vehicle for fifteen (15) Vehicles, <b>\$4,552,500.00</b> in total, as to which Customer is the awardee and Provider is (or will be) the subawardee;</p> <p>(b) California Clean Energy Commission Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (“<b>Energiize</b>”) grant equal to <b>\$722,500.00</b> (the “<b>Energiize Incentive</b>”)</p> <p>(c) California Air Resources Board Hybrid and Zero-Emission Truck and Bus Vouchers I equal to <b>\$198,000.00</b> per Vehicle for fifteen (15) Vehicles, <b>\$2,970,000.00</b> total (“<b>HVIP Incentive</b>”) to support the purchase of such 15 Vehicles, subject to <b>Exhibit 2C</b>;</p> <p>(d) Make ready incentive from Southern California Edison Charge Ready Transport Program for <b>\$188,668.00</b> total;</p> <p>(e) Ventura County Combined Incentive Program Charging or Alt Fuel Infrastructure Project grant in the total amount of <b>\$289,283.58</b> to support procurement, installation, and commissioning of Chargers and Infrastructure;</p> <p>(f) Incentive Tax Credits equal to \$40,000/Vehicle under Section 45W of the Inflation Reduction Act of 2022 (“<b>IRA</b>”) and 30% of the eligible costs of Chargers and Infrastructure under IRA Section 30C; and</p> <p>(g) Accelerated depreciation for the System.</p> <p>Existing Incentive benefits shall be paid or credited to Provider or otherwise used as contemplated by this Agreement. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on <b>Exhibit 1C</b>.</p>

<b>13. Interconnection Limit:</b>	<b>\$0.00</b> , which covers the expected Provider costs, after applying applicable make-ready Existing Incentives, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.
<b>14. Governing Law; Venue:</b>	This Agreement shall be governed by and construed in accordance with the domestic laws of California, without reference to any choice of law principles. The state courts of California and the federal courts sitting in Los Angeles, California, shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in Los Angeles, California.
<b>15. Future Electrification:</b>	As detailed in the Terms and Conditions, Customer and Provider will collaborate to secure Incentives for Customer's future fleet electrifications, and Customer will consider working with Provider to on such future fleet electrifications, subject to applicable law, including procurement law.
<b>16. OTHER:</b>	See <b>Exhibit 2C</b> .

<<<<Signature page follows.>>>>

**IV. AGREEMENT EXECUTION**

**INTENDING TO BE LEGALLY BOUND**, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

**Customer:** Oxnard School District

**Provider:** HEF-P Oxnard, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: **Melissa Reyes** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: **Director, Purchasing** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

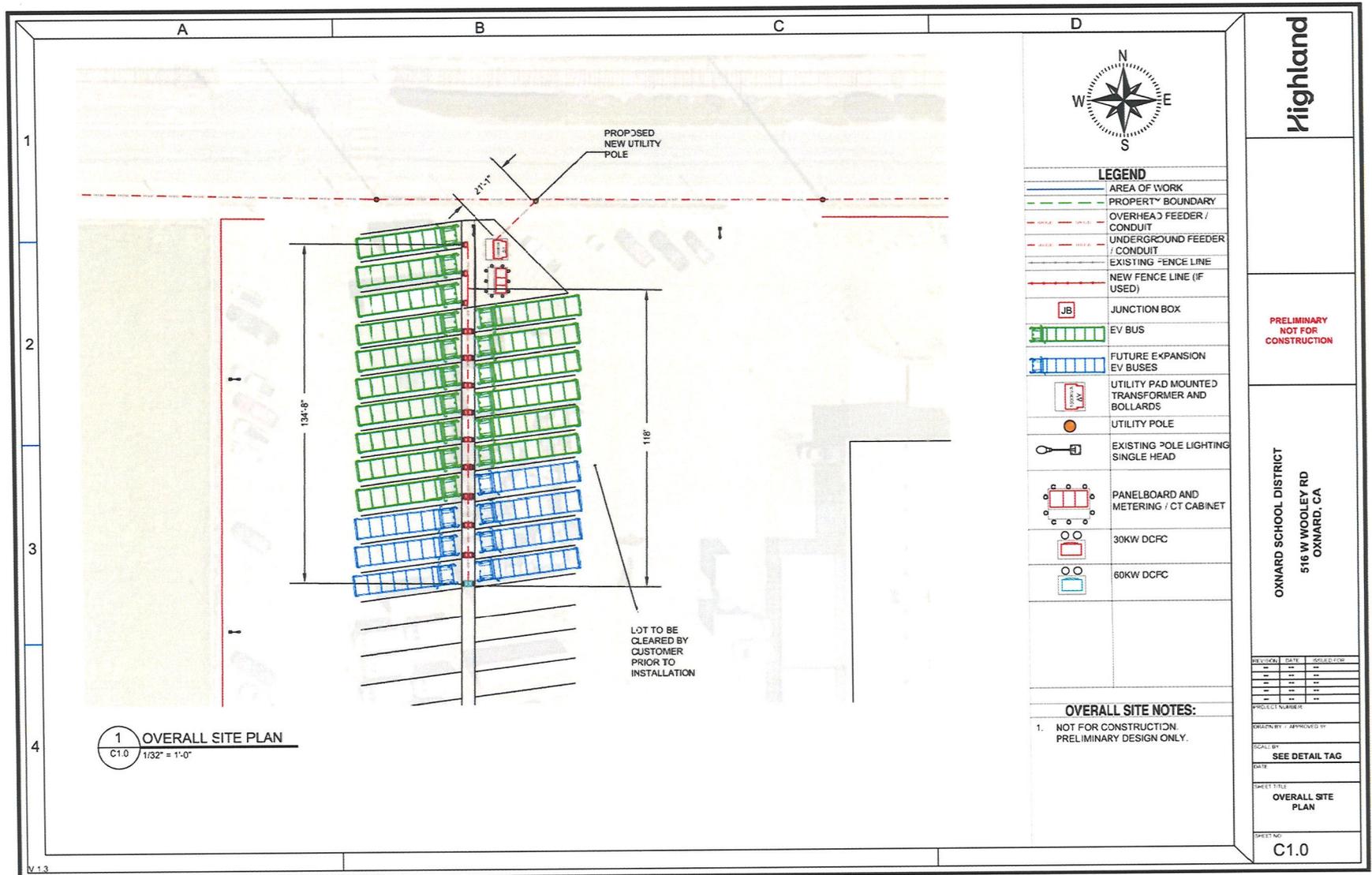
**Exhibit 1A of Part 1**  
**Vehicle Specifications; Annual Vehicle Work**

1. **Vehicle Specifications:** See attached.
  
2. **Annual Vehicle Work.** As used in this Agreement, “**Annual Vehicle Work,**” generally means the annual preventative maintenance prescribed by the Vehicle OEM, and generally will include:
  - (a) Up to 15 hours of labor, which is the SRT (defined in the Terms and Conditions),
  
  - (b) Inspection and change or replacement, as needed or otherwise indicated below, of each of the following:
    - (i) Air compressor oil separator and main seal
    - (ii) Coolant system maintenance, fluid change
    - (iii) Electric Transmission Fluid Change
    - (iv) Power steering fluid all C2
    - (v) Power steering filter all C2
    - (vi) Battery Pack Desiccant (replacement)
    - (vii) Rear end fluid (change)
    - (viii) Air Drier
    - (ix) AC Filters
    - (x) Air compressor filter LG (replacement)
    - (xi) Air compressor filter SM (replacement)
    - (xii) Power steering Motor Lube
    - (xiii) Vehicle consumables (such as wiper blades, light bulbs, and similar), other than Vehicle tires
  
  - (c) Such other annual, semi-annual, quarterly, monthly, or other, periodic Vehicle work required under Prudent Vehicle Practices (defined in the Terms and Conditions).

As of the Operational Date and from time to time during the Term thereafter, Provider may deliver written notice to Customer to revise the work included as part of Annual Vehicle Work to the extent necessary to conform to Vehicle OEM requirements.

<<<End of Part 1, Exhibit 1A>>>

**Exhibit 1B of Part 1  
Preliminary System Site Plan**



<<<End of Part 1, Exhibit 1B>>>

**Exhibit 1C of Part 1**  
**Incentive Compliance**

1. Customer will assure that during the Term, each Vehicle will be used exclusively to provide pupil transportation and related transportation services to a public school.
2. Customer will assure that, from the Operational Date through at least the fifth (5<sup>th</sup>) anniversary of the date a Vehicle is first operational and operated (“**EPA Operating Period**”), each Vehicle will be used exclusively to serve **Oxnard School District**.
3. During the Term, Customer will assure that each Vehicle will be used significantly to transport preprimary, primary, and secondary school students to or from school or an event related to school.
4. Customer and Provider acknowledge and agree that **Oxnard School District** was a school district listed on the application for the EPA CSB Incentive and the Provider EPA Incentive (each of the EPA CSB Incentive and Provider EPA Incentive, also an “**EPA CHDV Incentive**”).
5. Customer and Provider agree that, upon the request of the Environmental Protection Agency (the “**EPA**”), each Vehicle and the System will be made available for inspection by the EPA or its authorized representatives during the EPA Operating Period.
6. On or before December 1, 2026, Customer will scrap, sell, or donate, or cause to be scrapped, sold, or donated, at least **fifteen (15) Type C** (or other EPA eligible) fully operational diesel school buses with a gross vehicle weight rating of 10,001 pounds or more (each a “**Replaced Vehicle**”), in accordance with the EPA guidelines and requirements for eligible existing school buses under the EPA Clean Heavy Duty Grant Program (“**EPA CHDV Program**”), and will provide evidence of the scrapped, sold, or donated Replaced Vehicles to the EPA in the manner and in the timeframe required pursuant to the EPA CHDV Program. Customer will provide a copy of such evidence as well as a signed scrappage statement to Provider upon Provider request unless a scrappage waiver has been approved prior to the start of the project. The Parties acknowledge that the EPA CSB Incentive cannot be used to replace vehicles that do not meet the above eligibility criteria.
7. On or before December 31, 2026, Provider will assure that Oxnard School District will correctly complete and will submit to the EPA the ‘Close Out Form’ required under the EPA CHDV Program with respect to the Vehicles and the Replaced Vehicles and the System.
8. As soon as practicable, but, in any event, within sixty (60) days after the Operational Date of the System, Customer will provide to Provider, to the extent any of the following is in Customer’s possession or under Customer’s control: (a) copies of invoices and proofs of delivery for the Vehicles and other components of the System that are ‘eligible infrastructure’ funded by the EPA CSB Incentive; (b) one photo of the exterior of each Vehicle labeled with the last four (4) digits of the Vehicle Vendor Identification Number (VIN); and (c) one photo of each charging pedestal that is part of the charging infrastructure funded by the EPA CSB Incentive. If, and to the extent that, based on the advice of competent counsel to Customer, Customer disagrees with Provider’s interpretation of the requirements necessary to satisfy the EPA CHDV Program, then, at least thirty (30) days before the disclosure is required, Customer shall provide Provider with a written explanation of the disagreement together with the advice of Customer’s counsel that disputed disclosure is not required under applicable law or EPA guidelines, on which Provider shall be permitted expressly to rely, and shall only be obligated to provide such information as it reasonably determines is required to be made in accordance therewith.
9. **Acknowledgement Requirements.** Each Party agrees that any reports, documents, publications, or other materials developed for public distribution supported by this Agreement shall contain a statement as required under the CHDV Incentive Program, which is expected to read in substantial part as follows: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement [No. \_\_\_\_\_] with **Oxnard School District**. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

10. **Uniform Administrative Requirements and Cost Principles for Federal Awards.** The EPA CHDV Incentive is subject to the requirements of the Uniform Administrative Requirements and Cost Principles for Federal Awards; Title 2 CFR § 200 and 2 CFR § 1500. The EPA CHDV Incentive is also subject to applicable requirements contained in the EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.
11. **2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.** Each Party is prohibited from obligating or expending EPA CHDV Incentive funds, directly or indirectly, to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232 §889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the EPA CHDV Incentive may not be used to purchase video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). No contract or subcontract may include telecommunications or video surveillance services provided by such entities or that use such equipment. No contract or subcontract may include telecommunications or video surveillance services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
12. **Cybersecurity Condition.** Each Party agrees that when collecting and managing environmental data in connection with the EPA CHDV Incentive, it will protect the data following all applicable State or Tribal cybersecurity requirements. The EPA must ensure that any connections between each Party’s network or information system and EPA networks used by each Party to transfer data under this agreement are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an EPA IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If either Party’s connections as defined above do not go through the Environmental Information Exchange Network or the EPA’s Central Data Exchange, the Party agrees to contract their EPA Project Officer no later than ninety (90) days after the Effective Date and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA’s regulatory programs for the submission of reporting and/or compliance data.
13. **Procurement Procedures.** Each Party agrees to follow applicable procurement procedures. The Parties acknowledge that the EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, each Party agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§ 200.317-327. The Parties acknowledge that the EPA CHDV Incentive does not relieve the Parties of their obligations to compete service contracts and conduct cost and price analyses.
14. **2 CFR § 200.322 Domestic preferences for procurements.** As appropriate and to the extent consistent with law, each Party shall, to the greatest extent practicable when expending funds that are part the EPA CHDV Incentive, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
15. **Subrecipient Procurement and Reporting Requirements.** If a Party wishes to acquire goods or services from contractors (including consultants), such Party must follow the Procurement Standards set forth in 2 CFR § 200, including those requiring competitive procurement by recipients and subrecipients of federal funds. Any subawards granted or executive compensation paid with the EPA CHDV Incentive must be reported under the Federal Funding Accountability and Transparency Act.
16. **MBE/WBE Reporting and Recordkeeping.** Each Party agrees to submit an MBE/WBE Utilization Under Federal Grants and Cooperative Agreements report (EPA Form 5700-52A) on an annual basis when required. Reporting is required for

this Agreement where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement or procurement under subawards or loans) with a cumulative total that exceed the Simplified Acquisition Threshold (“SAT”) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted, see 2 CFR § 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT. Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period. Each Party agrees to comply with all recordkeeping requirements as stipulated in 40 CFR Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirements of 40 CFR Part 33 must be maintained.

17. **Eligible and Ineligible Costs.** The Parties agree to spend the EPA CHDV Incentive only in accordance with the provisions outlined in Section III.D.4 of the EPA Notice of Funding Opportunity number EPA-OAR-OTAQ-23-06, as well as the Section J of the Clean School Bus Programmatic Terms and Conditions.
18. **Program Income.** The Customer acknowledges that in accordance with 2 CFR Part 200.307(e)(2) and 2 CFR § 1500.8(b), the Provider is hereby authorized to retain program income earned during the duration of the Agreement. Program income as defined at 2 CFR § 200.1 means gross income earned by the Provider that is directly generated by a supported activity or earned as a result of the EPA CHDV Incentive during the period of performance. Program income includes but is not limited to income from fees or services performed, the use or rental or real or personal property acquired under the EPA CHDV Incentive, the sale of commodities or items fabricated under the EPA CHDV Incentive, license fees and royalties on patents and copyrights, and principal and interest on loans made with EPA CHDV Incentive funds. Interest earned on advances of EPA CHDV Incentive funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the EPA CHDV Incentive, program income does not include rebates, credits, discounts, and interest earned on any of them. Under the EPA CHDV Incentive, program income may come from selling a decommissioned bus for scrap, or selling an existing bus to be replaced if the bus meets applicable requirements. Costs incidental to the generation of program income may be deducted from gross income, provided these costs have not been charged to the EPA CHDV Incentive. The program income shall be used to finance the non-Federal share of the project. The Customer acknowledges that the Provider must provide as part of its regular reports a description of how program income is being used.
19. **Leveraging.** The Parties agree to provide all proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in the Agreement. The Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CHDV Incentive’s performance, and the Parties do not provide a satisfactory explanation, the EPA may consider this factor in evaluating future proposals from the Parties. In addition, the Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CHDV Incentive’s performance then the EPA may reconsider the legitimacy of the EPA CHDV Incentive; if the EPA determines that the Parties knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the Agreement the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.
20. **Equipment Disposition.** The Customer acknowledges that in accordance with 2 CFR § 200.313, when equipment acquired using the EPA CHDV Incentive needs to be replaced, the Provider may use the to-be-replaced equipment as a trade-in or may sell the property and use the proceeds to offset the cost of the replacement property. The Customer acknowledges that when original or replacement equipment acquired using the EPA CHDV Incentive with a current per unit fair market value of \$5,000 or less is no longer needed under the Agreement or for other activities currently or previously supported by the EPA CHDV Incentive, the Provider may retain, sell, or otherwise dispose of the equipment with no further obligation to the EPA. The Customer acknowledges that when the equipment to be replaced has a current per unit fair market value in excess of \$5,000, it may be retained by the Provider or sold, and the EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the EPA’s percentage of participation in the cost of the original purchase. Additionally, if the equipment is sold, the EPA may permit the Provider to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling fees.
21. **Automated Standard Application Payments.** Parties must be enrolled or enroll in the Automated Standard Application for Payments (“ASAP”) system to receive payments under the EPA’s financial assistance agreements unless the EPA grants a recipient-specific exception or the assistance program has received a waiver from this requirement. The EPA will not make payments to Parties until the ASAP enrollment requirement is met unless the Party falls under an exception.

Under this payment mechanism, the Party initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by the EPA in the Party's ASAP account. Approved payments are credited to the account at the financial institution of the Party set up by the Party during the ASAP enrollment process. The EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the Party demonstrates to the EPA that receiving payment via ASAP places an undue administrative or financial management burden on the Party or the EPA determines that granting the waiver is in the public interest.

22. **Rights to Inventions Made Under a Contract or Agreement.** If a Party wishes to enter into a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental, or research work related to the performance of this Agreement by such Party, then such Party must comply with the requirements of [37 CFR Part 401](#), Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the EPA.
23. **Union Organizing.** The EPA CHDV Incentive may not be used to support or oppose union organizing, whether directly or as an offset for other funds.
24. **The Fly America Act and Foreign Travel.** All foreign travel funded under Agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. § 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier. Foreign travel using the EPA CHDV Incentive funding must be approved by the EPA.
25. **Audit Requirements.** In accordance with 2 CFR § 200.501(a), each Party agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year for that year. Because of this audit requirement, documentary support for expenditures on behalf of beneficiaries is required. To the extent a Party is required under this provision to obtain an audit and requires information from the other Party to complete such audit, the other Party shall provide information and shall take such actions as reasonably requested by the Party undertaking the audit. Additionally, each Party acknowledges that the EPA will conduct random reviews of grant recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives, may request copies of grant documents from the Parties to verify statements made on the EPA CHDV Incentive application and reporting documents. The Parties acknowledge that they may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that replacement buses are still in service for the Customer, as well as confirm applicable infrastructure adheres to Buy America, Build America requirements (see below). The Parties agree to comply with site visits requests and recordkeeping requirements and agree to supply the EPA with any requested documents three (3) years from the date of the final expenditure report, or risk cancellation of the EPA CHDV Incentive or other enforcement action.
26. **Access to Records.** In accordance with 2 CFR § 200.337, the EPA and the EPA Office of Inspector General (the "EPA OIG") have the right to access any documents, papers, or other records, including electronic records, of the Parties which are pertinent to the EPA CHDV Incentive in order to make audits, examinations, excerpts, and transcripts. This right of access also includes timely and reasonable access to the Parties' personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.
27. **Record Retention.** In accordance with 2 CFR § 200.334, each Party must keep all financial records, supporting documents, accounting books and other evidence of activities related to the EPA CHDV Incentive for three (3) years from the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three (3) year period, each Party must maintain all appropriate records until these actions are completed and all issues resolved.
28. **Reporting Waste, Fraud and Abuse.** Consistent 2 CFR § 200.113, the Parties must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the EPA CHDV Incentive to the EPA Project Officer and the EPA OIG Hotline. The methods to contact the OIG hotline are: (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov); (3) phone at 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the EPA OIG hotline, Parties receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the EPA OIG at 1-

888-546-8740. Parties need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

29. **Whistleblower Protections.** This Agreement is subject to whistleblower protections, including the protections established at 41 U.S.C. § 4712 providing that an employee of either Party may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include: (1) a member of Congress or representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Federal employee responsible for contract or grant oversight or management at the relevant agency; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court of grand jury; and (7) a management official or other employee of the contractor, subcontractor or grantee who has the responsibility to investigate, discover, or address misconduct.
  
30. **Reporting Total Compensation of Subrecipient Executives.** Customer must provide Provider with the names and total compensation of each of Customer's five most highly compensated executives for Customer's preceding completed fiscal year if (1) in Customer's preceding fiscal year, Customer received (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, and (2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986. Customer must report executive total compensation to Provider by the end of the month following the month during which the Customer receives any sub-awarded EPA CHDV Incentive.
  
31. **Suspension and Debarment.** Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Each Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, with respect to this Agreement includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Each Party is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. No debarred or suspended individual or entity may participate in an order or contract placed against this Agreement or with respect to the performance of this Agreement.
  
32. **Delinquent Tax Liability or a Felony Conviction Under any Federal Law.** By entering into this Agreement, each Party represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. Alternatively, by entering into this Agreement, each Party represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA, and the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests. If either Party fails to comply with this term and condition, the EPA will annul this Agreement and may recover any funds the Parties have expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR § 200.339 and 2 CFR § 200.340 and may also pursue suspension and debarment.
  
33. **Disclosure of Personal Conflicts of Interest.** As required by 2 CFR § 200.112, the EPA has established a policy (the "COI Policy") for disclosure of conflicts of interest. The EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. Each Party must disclose any competition related conflict of interest described in Section 4.0(a) of the COI Policy that are discovered prior to or after the Effective Date to the EPA CHDV Incentives Specialist identified by Provider within 30 calendar days after the Effective Date or, if later, the date of discovery of the conflict of interest. The EPA's COI Policy requires that each Party must have systems in place to address, resolve, and disclose to the EPA conflicts of interest described in Sections 4.0(b), (c) and/or (d) of the COI Policy that affect any

contract or subaward, under this Agreement. Failure to disclose a conflict of interest may result in cost disallowances (i.e. – disallowance of some or all of an Existing Incentive). Neither Party is obligated to inform the EPA of the absence of a conflict of interest, only the discovery of one. Disclosure of potential conflicts of interest will not necessarily result in the EPA disallowing costs, with the exception of procurement contracts that the EPA determines violate 2 CFR § 200.318(c)(1), provided the Party notifies the EPA of measures the Party has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

34. **Lobbying Restrictions.** No EPA CHDV Incentive funds shall be used to engage in lobbying of the Federal government or in litigation against the U.S. unless authorized under existing law. Each Party agrees to abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities. Each Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and agrees to submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Party who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. Contracts awarded by either Party shall contain, when applicable, the anti-lobbying provision as stipulated in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. By entering into this Agreement, each Party affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. [By entering into this Agreement, each Party certifies, to the best of its knowledge and belief, that: (1) No EPA CHDV Incentive funds have been or will be paid, by or on behalf of such Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than the EPA CHDV Incentive have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, such Party shall complete and submit the Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) Each Party shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any Party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
35. **Utilization of Disadvantaged Business Enterprises.** Each Party agrees to comply with the requirements of the EPA's Disadvantaged Business Enterprise Program for procurement activities relating to the performance of this Agreement or otherwise funded by the EPA CHDV Incentive, contained in 40 CFR, Part 33.2. Pursuant to 40 CFR §33.301, each Party agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under this Agreement or otherwise funded by the EPA CHDV Incentive, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR § 33.301 (a)-(f).
36. **Drug-Free Workplace.** Each Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, each Party must identify all known workplaces affected by the EPA CHDV Incentive and keep this information on file during the performance of this Agreement.
37. **Resource Conservation and Recovery Act.** Consistent with goals of Section 6002 of RCRA (42 U.S.C. 6962), each Party agrees to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247, relative to the use of the EPA CHDV Incentive. Consistent with Section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, each Party is required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR § 247.2

(d), a Party may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

38. **National Environmental Policy Act.** Each Party agrees to identify to the EPA all impacts that the EPA CHDV Incentive may have on the quality of the human environment, and to provide all information needed for the EPA to comply with the National Environmental Policy Act (“NEPA,” at 42 U.S.C. 4321, et. seq.) to prepare the required NEPA environmental documentation. In such cases, each Party agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground or other construction activities) until the EPA’s Project Officer provides written notification of compliance with the environmental impact analysis process under NEPA. The EPA’s NEPA Implementing Procedures are available at 40 CFR Part 6. Each Party acknowledges that it may not expend EPA CHDV Incentive funds, including any expenditures to meet a cost share obligation, for Construction as defined in 40 CFR § 33.103 as “...erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply” until the EPA’s Project Officer provides the written notice of compliance with NEPA requirements. Any Construction costs incurred by the Parties prior to receiving the written notice of compliance with NEPA requirements from the EPA Project Officer are at the Parties’ own risk. This restriction on expending EPA CHDV Incentive funds does not apply to pre-Construction activities such as community outreach, acquisition of architectural and engineering services, preparation of preliminary specifications, competitive procurement of construction contractors and ordering equipment and supplies.
39. **Endangered Species Act.** Each Party agrees to comply with the applicable provisions of the Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543) the Marine Mammal Protection Act (16 U.S.C. §§ 1361-1384), the Lacey Act (18 U.S.C. § 42), and the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
40. **National Historic Preservation Act.** Each Party agrees to identify to the EPA all property listed or eligible for listing on the National Register of Historic Places that will be affected by the EPA CHDV Incentive, and with respect to the EPA CHDV Incentive, to provide all of the information needed to the EPA for the EPA’s effect determination under Section 106 of the National Historic Preservation Act.
41. **Native American Graves Protection and Repatriation.** Each Party agrees that it will comply with the general national policy requirements set forth in 25 U.S.C. §§ 3001-3013.
42. **Trafficking in Persons.** Each Party, its employees, its subcontractors or agents with respect to this Agreement, and their respective employees may not: (1) Engage in severe forms of trafficking in persons during the Term of this Agreement; (2) Procure a commercial sex act during the Term of this Agreement; or (3) Use forced labor in the performance of this Agreement, including the performance of any subcontract with respect to this Agreement. The EPA may unilaterally terminate the EPA CHDV Incentive, without penalty, for a violation by either Party or any of their employees. *See* 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the EPA. Each Party must inform the other Party and the EPA immediately of any information received from any source alleging a violation of this prohibition. (Implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S.C. 7102), as amended (22 U.S.C. 7104(g)).)
43. **Civil Rights Obligations.** Each Party complies and during the Term will comply with the following civil rights statutes and implementing federal and EPA regulations: Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (“LEP”) (as recipients of the EPA CHDV Incentive, each Party is required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals - in implementing this requirement, each Party agrees to use as a guide the Office of Civil Rights document entitled “Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”), by entities receiving Federal financial assistance; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance; and Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial

assistance. Each Party also agrees to comply with all applicable EPA civil rights regulations, including: 40 C.F.R. Part 5 for Title IX obligations; 40 CFR Part 7 for Title VI, Section 504, Age Discrimination Act, and Section 13 obligations; and 2 CFR § 200.300 for statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom. These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination. In accepting this Agreement, each Party acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. Each Party must be prepared to demonstrate to the EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. Each Party acknowledges that audits may be conducted by the EPA to ensure compliance with these requirements.

44. **Build America, Buy America.** Each Party is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (“IIJA”) (P.L. 117-58, §§70911-70917) when EPA CHDV Incentive funds are used for the purchase of goods, products, and materials for the types of infrastructure projects contemplated by this Agreement and specified under the EPA program and activities specified in the chart, “Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act.” The Buy America preference requirement applies to all the iron and steel, manufactured products, and construction materials used for all infrastructure projects funded by the EPA CHDV Incentive under this Agreement. This includes, but is not limited to, electric bus charging infrastructure, battery energy storage systems, or renewable on-site power generation systems that power the buses and equipment, as well as any other permanent public structure that meets the infrastructure definition in Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. ZE or clean school buses funded by the EPA CHDV Incentive are not considered infrastructure for purposes of the Buy America preference requirement. While the Parties are encouraged to consider the purchase of domestically produced buses when possible, the EPA does not endorse or otherwise prefer any specific brand of ZE or clean school buses. Each Party acknowledges and agrees that no part of the EPA CHDV Incentive may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States, and the cost of the components of manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Each Party must implement these requirements in its procurements with respect to this Agreement, and these requirements must flow down to all subcontracts at any tier. (See the EPA’s Build America, Buy America website and the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.) When supported by rationale provided in IIJA § 70914, either Party may submit a waiver request in writing to the EPA. The EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies: (1) applying the Buy America Preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. For legal definitions and sourcing requirements, the Parties agree to consult EPA’s Build America, Buy America website.
45. **Signage and Logo Requirements.** The Parties will ensure that a sign is placed at construction sites supported in whole or in part by the EPA CHDV Incentive displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Parties will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>. The Parties are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under the EPA CHDV Incentive provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Parties are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language(s).

The costs of such translation are allowable, provided the costs are reasonable. The EPA encourages the Parties to notify their EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction projects as a result of the EPA ESB Incentive and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice. The Parties acknowledge that if the EPA logo is appearing with logos from other participating entities on websites, outreach materials, or reports, it must NOT be prominently displayed to imply that any of the Parties' activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Parties received financial support from the EPA under the EPA CHDV Incentive.

46. **Electronic and Information Technology Accessibility.** Each Party acknowledges that, with respect to the System and Services contemplated by this Agreement, such Party is subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by the EPA CHDV Incentive must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. As of the Effective Date, the EPA considers a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.
47. **Copyrighted Material and Data.** In accordance with 2 CFR § 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by the EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for (i.e., authorized by) the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the Parties through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the other grantee to use the copyrighted works or other data.
48. **Cooperation with Reporting Requirement.** Customer agrees to use its best efforts to cooperate with Provider in its completion of regular progress reports, workplan modification reports, and other reports required to be submitted to the EPA. Such cooperation includes but is not limited to Customer's retention and timely provision of documents related to this Agreement, timely and reasonable access to the Customer's personnel for the purpose of interview and discussion related to such documents, tracking of project progress as requested by Provider, reporting to Provider any deviations from budget or project scope or objective (including additions, deletions, or changes the schedule, budget, or workplan), and responding in a timely manner to other inquiries by Provider as necessary for the completion of regular progress reports.
49. **Use of Submitted Information.** Applications and reporting materials submitted in relation to the EPA CHDV Incentive may be released in part or in whole in response to a Freedom of Information Act ("FOIA") request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g. an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR § 2.203 (see EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses). The EPA will use information submitted by the Parties in its annual report to Congress that is due no later than January 31 of each year of the EPA CHDV Program. Pursuant to the EPA CHDV Program's statute, the report will include: (a) the total number of applications received; (b) the quantity and amount of grants and rebates awarded and the location of the recipients of the grants and rebates; (c) the criteria used to select the recipients; and (d) any other information the EPA considers appropriate. The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted bus photos, including use in program materials.

50. **Use of EPA CSB Incentive Funds.** As permitted by the terms of the EPA ESB Incentive consistent with the requirements of this Agreement and the EPA CSB Incentive, Customer will use the EPA CSB Incentive funds subawarded to Customer by the Milwaukee School District solely to acquire and operate twenty-five (25) Type C Vehicles, which will be stored and charged at the Premises when not being operated to provide student transportation consistent with this Agreement. Customer shall not be entitled to a payment of the EPA CSB Incentive in excess of the price of the twenty-five (25) Type C Vehicles. Customer shall assure that the Vehicles are delivered to the Premises, inspected, titled, and registered in accordance with applicable law on or before the Anticipated Operational Date or such other date as mutually agreed by Customer and Provider. Without limiting Provider's remedies under the Agreement, Provider's obligation to achieve the Operational Date for the System by the Anticipated Operational Date shall be extended until Customer has fulfilled the Customer covenants in the preceding sentence.
51. **Compliance and Indemnification.** Each Party will timely comply with the requirements of this Exhibit 1C. Each Party shall indemnify the other Party and hold the other Party harmless from and against all loss, damages, and liability of the other Party due to the indemnifying Party's failure to comply with any provision of the Agreement, including this **Exhibit 1C**. Each Party acknowledges and agrees that such Party's failure to comply with any provision of the Agreement may result in revocation, recapture, or cancellation of the EPA CHDV Incentive, related interest, damages, and penalties, costs of investigation and defense, including fees of attorneys, accountants, and other consultants, and damages for loss of benefit or opportunity by the other Party and by any direct or indirect recipient of the benefit of the EPA CHDV Incentive.
52. **Subaward Agreement.** As soon as possible after Oxnard School District and the EPA execute and deliver an EPA CHDV Incentive agreement, Customer and Oxnard School District shall execute and deliver a separate written subaward agreement reflecting the provisions of this **Exhibit 1C** consistent with the EPA CHDV Program requirements for the EPA CSB Incentive. As soon as possible after Oxnard School District and the EPA execute and deliver an EPA CHDV Incentive agreement, Provider and Oxnard School District shall execute and deliver a separate written subaward agreement reflecting the provisions of this **Exhibit 1C** consistent with the EPA CHDV Program requirements for the Provider EPA Incentive.
53. **Training.** Provider will provide training for Customer's Vehicle drivers and, as needed, for Oxnard School District personnel consistent with the requirements of the EPA CHDV Program application and award of the EPA CHDV Incentives. Any such training for **Oxnard School District** personnel, Customer personnel, or the agents of either of **Oxnard School District** or Customer, conducted by or for Provider as part of the Training Services or as otherwise required under this Agreement, Provider may provide reasonable light refreshments or light meals and Highland®-branded items to assure engaged attendance in the trainings by all participants; provided that the foregoing shall comply with applicable Customer policies and applicable law.
54. **Covenants.**
- a. Within sixty (60) days after the last day of each calendar quarter during the Term (each a "**Reporting Quarter**"), Customer will deliver to Provider all information in Customer's possession or under Customer's control reasonably requested by Provider to enable Provider to prepare and submit to the EPA a true, correct, and complete written "Program Report" complying with the requirements of the EPA CHDV Incentive providing detailed information about the EPA CHDV Incentive funds and the environmental results for the Reporting Quarter then ended.
  - b. Within sixty (60) days after the last day of each calendar year during the Term (each a "**Reporting Year**"), Customer will deliver to Provider all information in Customer's possession or under Customer's control reasonably requested by Provider to enable Provider to prepare and submit to the EPA a true, correct, and complete written Program Report providing detailed information about the EPA CHDV Incentive and its environmental results for the Reporting Year then ended, which Reporting Year Program Report may be combined with the fourth (4<sup>th</sup>) Reporting Quarter Program Report for the Reporting Year.
  - c. Customer will immediately deliver to Provider any notice or other communication (including via email, SMS text message, or other message platform) from the EPA or any other governmental agency or representative or from any claimant relating to the EPA CHDV Incentive, the Vehicles, or the System.
  - d. All information delivered by Customer to Provider in support of any quarterly or annual Program Report shall be correct and complete in all material respects.
55. **Provider Obligations.** Provider shall have no obligation under this Agreement or otherwise identify any issues or noncompliance with respect to the Customer or the EPA CSB Incentive funds, suggest ways for Customer to correct any

noncompliance or violation with respect to the Customer, or correct any noncompliance or violation with respect to the Customer or the EPA CSB Incentive. Provider, its employees, and agents shall have no liability, direct or indirect, to Customer, the EPA, any agent of either of them, or claimant by or through either of them, with respect to: any noncompliance or violation of this Agreement by, or on behalf of, Customer; the performance by Customer or its agents of this Agreement; or the EPA CSB Incentive; and Customer releases Provider, its employees, and agents from, and expressly waives, any such liability. However, the preceding sentence shall not apply to the willful acts or failures by Provider.

56. **Survival.** The obligations of the Parties under this **Exhibit 1C** of Part 1 shall survive termination of this Agreement through the fourth (4<sup>th</sup>) anniversary of the last day of the EPA Operating Period; provided, however, that: (a) the obligations of the Parties under **Sections 1-4** of this **Exhibit 1C** of Part 1 shall survive until the last day of the EPA Operating Period; and (b) the obligations of the Parties under **Section 51** of this **Exhibit 1C** shall survive until six (6) months after the last day of the EPA Operating Period.

57. **HVIP.** Provider shall use commercially reasonable efforts to facilitate and assist Customer with the completion of reporting requirements associated with the HVIP Voucher. Customer shall make documentation, information, and personnel available to Provider within a reasonable period of time following Provider's request to enable Provider to assist with and facilitate completion of reporting requirements.

<<<End of Part 1, Exhibit 1C>>>

**Part 2**  
**Terms and Conditions**

1. **Interpretation; Relation to Scope of Services.** These Terms and Conditions and related exhibits and attachments (“**Terms and Conditions**”) are incorporated into and made part of the Transportation Equipment Services Agreement to which these Terms and Conditions are attached as a Part. Such Transportation Equipment Services Agreement, these Terms and Conditions, and all other Parts, Exhibits, and Schedules thereto and hereto form the “**Agreement**” between Customer and Provider. Capitalized words used but not defined in these Terms and Conditions have the meanings assigned to them elsewhere in the Agreement.
  
2. **Contract Price; Performance Related Adjustments; Invoicing.**
  - a. **Contract Price.** In consideration of the Services, Customer will pay Provider the “**Contract Price**”, which means the Base Service Fee, plus any Excess Mileage Fees and Time of Use Fees, net of Vehicle Repair reimbursements, any Downtime Credits, and any Availability Credits, and which shall be payable as set forth below.
    - i. ***Base Service Fee.*** The Base Service Fee will be payable on a per-Vehicle basis annually, in advance, with the first installment of the Base Service Fee due on the Operational Date for the first Contract Year, and all subsequent installments due and payable on the first day of each Contract Year thereafter. Provider will invoice Customer for the annual, aggregate Base Service Fee in advance of the due date, except that the first Base Service Fee payment will be invoiced on or after the Operational Date. The Base Service Fee will be subject to increase each Contract Year after the first Contract Year at a rate equal to the Annual Escalator (defined in the Scope of Services), subject to adjustment as provided in **Section 5**. The aggregate Base Service Fee for a Contract Year means the Base Service Fee applicable for that Contract Year multiplied by the number of Vehicles based on which Services are provided during that Contract Year.
    - ii. ***Performance Related Fees and Credits.*** Excess Mileage Fees and Availability Credits shall be paid or credited annually; and Time of Use Fees and Downtime Credits shall be paid or credited monthly. Provider will invoice Customer for all Excess Mileage Fees, Time of Use Fees, Downtime Credits, and Availability Credits at least annually following the Contract Year as to which such fees or credits accrue; however, in Provider’s discretion, Provider alternatively may invoice Customer for Time of Use Fees and Downtime Credits on a monthly, quarterly, or annual basis instead. The amount of the Time of Use Fees and the Excess Mileage Fees will increase by the Annual Escalator as of the first day of each Contract Year after the first Contract Year.
    - iii. ***Maintenance Reimbursement and Credits.*** Maintenance reimbursements and credits shall accrue and be invoiced as Customer incurs and reports expenses for Repair Work consistent with this Agreement. The maintenance reimbursement process is further described below.
  - b. **Performance Related Price Adjustments.** The Scope of Services and **Section 3** identify and define Availability Credits and Downtime Credits that, once accrued, will result in related adjustments to the Contract Price, subject to a cap on the total amount of Availability Credits and Downtime Credits that can accrue in any Contract Year equal to 10% of the aggregate Base Service Fee paid for such Contract Year. The Contract Price also will be adjusted in respect of reimbursements for Repair Work in accordance with **Section 10**. In addition, the Contract Price will be adjusted as follows:
    - i. ***Excess Mileage Fees.*** For each mile that Customer operates a Vehicle in any Contract Year in excess of the Annual Mileage Allowance for that Vehicle, Customer shall pay to Provider an amount equal to the Excess Mileage Fee multiplied by the number of miles in excess of the Annual Mileage Allowance.
    - ii. ***Time of Use Fees.*** For any hour that a Vehicle is not plugged into the Chargers, excluding any hour that is (A) during the Vehicle Operating Period, (B) during a required Repair Work period, or (C) otherwise approved by, or caused by the actions of, Provider (e.g., Provider causes Vehicle to be relocated to provide emergency grid services), Time of Use Fees shall accrue and will be payable by Customer to Provider.
  - c. **Invoices and Payment Terms.** Annual and monthly invoices shall be provided by Provider to Customer in accordance with this Section. All amounts due under this Agreement are due and payable within thirty (30) days following receipt of invoice. All payments shall be made in U.S. dollars.

3. **Performance Assurances.**

- a. **Charger Uptime Guarantee.** Provider guarantees that, in each Contract Year, the Chargers will be “Available” (defined below) for charging, measured annually (the “**Charger Uptime Guarantee**”). The Chargers will be deemed “Available” in any Contract Year if the number of charger ports on such Chargers equal to the number of Vehicles in the System are capable of charging the Vehicles 24 hours a day, each day in such Contract Year in a manner materially consistent with the specifications of the applicable Charger to which each such charging port is attached, including factors such as duration and power quality; *provided that*, a charger port shall be deemed “Available” during any period such charging port is not operating due to a Permitted Exclusion (defined below) and during any period Provider makes an operational Redundant Port (defined below) available at the Premises instead of such charging port. Any charging ports that are part of the System in excess of the number of Vehicles included in the System are referred to as “**Redundant Ports**” and may be substituted for a charging port that may not be available for charging for purposes of compliance with the Charger Uptime Guarantee. Provider shall use reasonable efforts to designate charging ports as “in service” and “out of service” if Redundant Ports are used as substitutes; and Customer shall use reasonable efforts to assure that each Vehicle is plugged into an in-service Charger port when the Vehicle is not being driven. “**Permitted Exclusions**” means (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port, facility or parking area construction requiring shut off, Vehicle accidents, theft, or vandalism, failure to provide reasonable access to Vehicles), (iii) Force Majeure Events (defined below); and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year). As of the last day of each Contract Year in which the Charger Uptime Guarantee is not satisfied, an Availability Credit, calculated in accordance with the Scope of Services, will accrue for the benefit of the Customer and will be applied to reduce future Contract Price payments otherwise due from Customer in accordance with the Terms and Conditions.
- b. **Route Readiness Guarantee.** Provider guarantees that each Vehicle will be charged sufficiently for its regular Designated Route at the start of each posted school day in the Vehicle Operation Period (“**School Day**”), subject to the Permitted Exclusions (the “**Route Readiness Guarantee**”). The Route Readiness Guarantee: (i) ensures that the entire System (including Infrastructure, Chargers, and Vehicles) and the Platform are functioning effectively to charge each Vehicle sufficiently for its regular Designated Route at the start of each School Day, and each of these is interoperable with the others to support Vehicle charging; (ii) covers Vehicle inoperability due to Provider errors or omissions; and (iii) does not cover Vehicle inoperability due to System maintenance or repair, including due to manufacturer recall or non-routine maintenance (unless caused by Provider’s act or omission), so long as Provider is in compliance with its Service Promise, described below. Provider shall have 72 hours following such notice to address the Vehicle inoperability issue covered by the notice, and no Downtime Credit will accrue if the issue is resolved within such 72-hour period. If the noticed Vehicle inoperability issue is not addressed within 72 hours after delivery of notice to Provider under this provision, then the Route Readiness Guarantee for such Vehicle will not be satisfied, and commencing the School Day the applicable notice of inoperability is provided to Provider under this Section, a Downtime Credit, calculated in accordance with the Scope of Services, will accrue for the benefit of the Customer. Accrued Downtime Credits will be applied to reduce future Contract Price payments otherwise due from Customer in accordance with the Terms and Conditions.
- c. **Service Promise.** Provider shall meet the following service-level obligations: (i) for each identified issue with the System submitted by Customer through agreed communication channels, provide a remote response within 30 minutes of receipt during business hours (9:00 am to 5:00 pm local time) on any business day, with calls made after the end of a business day receiving a response on the next business day), (ii) manage and oversee enforcement of Vehicle manufacturer and dealer warranties and work with Customer to coordinate Vehicle repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews (“**Service Promise**”).
- d. **Customer Notice of System Issues.** Fulfillment of each of the Charger Uptime Guarantee, Route Readiness Guarantee, and the Service Promise is conditioned on Customer providing detailed written notice to Provider via the ticketing system established by Provider or other agreed means as soon as Customer becomes aware of a System Availability or a System inoperability issue. Such notice will include the date and time of the inoperability or lack of Availability and the affected System components and will be provided on the same day that the lack of Availability or inoperability first is observed by Customer.

4. **Conditions Precedent; Contract Price Exclusions.**

- a. **Conditions Precedent.** If any Condition Precedent (defined below) is not timely satisfied, then upon the request of the Provider delivered within sixty (60) days after the failure of such Condition Precedent, then, for thirty (30) days following written notice from Provider the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date. If after such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. Prior to the Operational Date, the following conditions (each a "**Condition Precedent**") shall be satisfied:
- i. The Interconnection Cost (defined below) shall not exceed the Interconnection Limit detailed in the Scope of Services;
  - ii. Each Approval (defined below) shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit 1B**;
  - iii. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;
  - iv. Unforeseeable sitework at the Premises shall not be required to complete the Installation Services; and
  - v. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System or the location of the System or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.
- b. **Definitions.** The "**Interconnection Cost**" means the total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor. An "**Approval**" means each permit, license, approval, authorization, service agreement, or similar permission or agreement from a Governmental Authority (defined below) or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises. A "**Governmental Authority**" means a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction over the relevant subject matter.
- c. **Contract Price Exclusions.** Unless otherwise identified in the Scope of Services, the Contract Price excludes the following:
- i. Performance bond or other surety;
  - ii. Prevailing wage rates with respect to provision of the Services;
  - iii. Work at the Premises (asphalt repair, landscaping, lighting, species management) beyond the work contemplated by the System Site Plan, as a condition to an Approval or otherwise;
  - iv. Work at the Premises that is outside of the scope of the System Site Plan (e.g., installation of an information kiosk);
  - v. Exclusions identified in the Vehicle Specifications in **Exhibit 1A** or the System specifications in **Exhibit 1B** to the Scope of Services.

5. **Taxes; Hyperinflation.**

- a. **Taxes.**
- i. *Customer's Taxes.* Customer is responsible for (1) any real property taxes on the Premises or Customer's property thereon; and (2) personal property or excise taxes on the Vehicles; and (3) state or local sales, use, or similar taxes (collectively, "**Sales Taxes**"), if any, imposed with respect to the provision of any Services (including any Services relating to provision of any System component) (collectively, "**Customer Taxes**").
  - ii. *Provider's Taxes.* Provider is responsible for any income taxes or similar taxes imposed on Provider's receipt of income with respect to any Contract Price payment under this Agreement ("**Provider's Taxes**") and, if required by applicable law, for collection from Customer and remittance to the applicable taxing authority of Sales Taxes payable with respect to the Services under this Agreement.

iii. *Tax Cooperation.* Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize the taxes, including Sales Taxes, payable by the Parties.

b. Hyperinflation. If general inflation for any Contract Year, as measured by the 12-month change in the Consumer Price Index for the nearest metropolitan region to Customer's location, exceeds 6%, then the Annual Escalator for the next Contract Year shall be increased in accordance with the following formula:

$$EI (\%) = (CPI-CY(\%) - [6]\%)$$

EI (%): Percentage Increase in Annual Escalator applied to succeeding Contract Year  
 CPI-CY (%): Actual CPI (nearest metro) change over Contract Year or nearest possible measurement period

6. **System and Platform; Future Electrification.**

- a. System Specifications and Warranties. The System and related specifications (or preliminary specifications) for the Vehicles and Chargers are set forth in the Scope of Services. Prior to the Operational Date, Provider will provide or cause to be provided to Customer the final dealer/manufacture issued specifications and a copy of any applicable warranty (each, an "OEM Warranty") for the Vehicles and Chargers. Unless otherwise identified in the Scope of Services, the major System components provided by Provider will be new and unused as of the applicable Operational Date. Each Charger will be manufactured by a Provider pre-qualified manufacturer, will have the operating functionality and capacity to perform the Services, and will conform to the specifications therefor set forth on the preliminary System Site Plan, subject to **Section 6(b)**.
- b. Change to System. The System specifications may be updated by written agreement of Provider and Customer prior to the purchase of Vehicles. Prior to the Operational Date, with Customer's prior consent, which consent shall not be unreasonably withheld or delayed, Provider may determine to deploy and may procure, install, and ready for deployment chargers and infrastructure, other than the Chargers and Infrastructure included on the preliminary System Site Plan. Customer shall not withhold its consent pursuant to the preceding sentence to the extent (i) Provider demonstrates functional equivalency between initially specified Chargers or Infrastructure and the replacement chargers or infrastructure; (ii) the replacement chargers or infrastructure are required by the local utility or applicable law, or (iii) the replacement chargers and infrastructure are required pursuant to the terms of any Existing Incentive or other Incentive. Once Customer consent is secured consistent with the previous sentence, the replacement chargers or infrastructure will be Chargers or Infrastructure under this Agreement. If, after the Operational Date, Provider determines that any Vehicles, Chargers, or Infrastructure are not performing to expectations, Provider reserves the right to swap such Vehicles, Chargers, or Infrastructure with replacement equipment of similar specifications.
- c. Provider Facilities. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, "Provider Equipment") that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a "Storage Facility") that may be used as a repository for Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as "Provider Facilities." The Provider's rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services as contemplated by this Agreement or the use of the System by the Customer contemplated by this Agreement. Without limitation, Provider is permitted by this provision to install, operate, repair, replace, and remove from any Vehicle, enhanced telematics, stop-arm enforcement cameras, air quality monitors, Wi-Fi hotspots, and internal or external Vehicle cameras. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) with respect to Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.
- d. Platform License; Intellectual Property.
  - i. *Intellectual Property.* As between Provider and Customer, Provider retains and reserves all right, title, and interest

- in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.
- ii. *Grant of License in Platform.* Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license for Customer's personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform as made available by Provider to Customer solely to the extent necessary for Customer to access, use, and receive the Services and perform its transportation operations as permitted herein.
  - iii. *Data.* Data regarding the operational state of and performance of System and Vehicle use shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer in connection with its transportation services.
  - iv. *Use Limitations.* Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.
- e. Provider Use of System. Customer acknowledges that Provider has the right to operate the System outside of the Vehicle Operating Period and that such rights support Provider's ability to offer the Services at a reasonable price to Customer by generating third party revenues, tax benefits, and savings for Provider. Subject in all cases to its obligations to provide the Services to Customer, Provider may use the System to, among other things, provide services to third parties as described below. Except as set forth below or in any subsequent agreement between Provider and Customer concerning third-party services, all expenses, profits, risks, and liabilities associated with such activities shall be borne entirely by Provider, including but not limited risk of damage and degradation to the System and associated insurance and operational costs.
- i. *Grid Services.* Outside of the Vehicle Operating Period, Provider may use the Vehicles to participate in utility demand response and vehicle-to-grid dispatch programs, ISO-level frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion ("**Grid Services**").
  - ii. *Highland Network Charging.* Customer may elect to participate in a municipal or regional charger sharing program operated by Provider and its affiliates that makes available chargers owned or otherwise available to by Provider and its affiliates for charging vehicles utilized by or for Governmental Authorities, including school districts, located in the municipality or region. By electing to participate in such a program, Customer would agree to make certain Chargers and parking bays available to other network participants upon prior notice and, likewise, could utilize the chargers of other network participants.
  - iii. *Use of Chargers During VOP.* Subject to the establishment of mutually agreeable terms, including operating parameters, signage, and pricing arrangements, during the Term and during the Vehicle Operating Period only, Customer may use the Chargers to charge electric vehicles, other than the Vehicles.
  - iv. *Air Quality Analysis.* Provider may, with prior written permission of Customer, install one or more air quality monitor systems on the Vehicles (or on other Provider owned or controlled property or equipment) to gather air quality data within the Vehicle service area. Upon request of Customer, Provider shall make summary reports of such gathered data available to Customer at no cost to Customer.
  - v. *Use of Platform.* Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use.
  - vi. *Use of Provider Facilities.* Throughout the Term, Provider may operate and use the Provider Facilities to support Provider's ability to offer the Services, including the Provider's ability to offer Services at a reasonable price to Customer by generating third party revenues, tax benefits, and savings for Provider. Subject in all cases to its obligations to provide the Services to Customer and consistent with Prudent Vehicle Practices, including applicable law, Provider may use the Provider Facilities to, among other things, provide services to third parties,

provide services, in addition to the Services to Customer, and to engage in any other lawful activity, whether or not revenue producing.

f. Future Fleet Electrifications.

- i. *Application for Incentives.* For the System under this Agreement, and to enable and support any future Fleet Electrification (defined below), during the Term, Customer will apply for, or will partner with Provider to apply for, and will use reasonable efforts to secure, any Incentive (defined below) available to support any Fleet Electrification or any Vehicles or System under this Agreement, consistent with the applicable Incentive terms and any Requirements (defined below). With respect to any application for any such future Incentive, (a) the applicant Party will provide a copy of the final application to the other Party; (b) consistent with the application requirements, Provider will be included or referred to as Customer's electrification provider or similar designation with respect to such applications or participation; and (c) the Parties will promptly disclose to each other all correspondence, communications, and awards with respect to any Incentive application pursuant to this **Section 6(f)**. Neither Party will have any liability to the other for failure to secure an award or payment of any future Incentive, except in the event of such Party's gross negligence or willful misconduct.
- ii. *Customer Notice.* During the Term and prior to undertaking any Fleet Electrification, Customer will deliver written notice to Provider of Customer's determination to proceed with any Fleet Electrification, and, following delivery of such notice, Customer will afford Provider a reasonable opportunity to participate in any competitive solicitation or other contracting process undertaken by Customer with respect to such Fleet Electrification so long as Provider is not a Defaulting Party (defined below).
- iii. *Customer Procurement Process.* The Customer is free to choose any method of acquisition and implementation of any Fleet Electrification, including but not limited to a competitive procurement process, cooperative procurement process, or single or sole source procurement process, consistent with applicable Requirements. The performance of this Agreement, including the Incentive applications and facilitation of Incentive applications by Provider and the compliance of the Customer with this Section as to any Fleet Electrification will not bar Provider (or any Provider affiliate) from becoming the provider to the Customer of such Fleet Electrification, including but not limited to Provider competing or participating in any Customer procurement process to select a provider for such Fleet Electrification. Further, to the extent the performance of this Agreement by Provider or any compliance or performance by Customer under this Agreement would violate any Requirement or bar Provider from competing or participating in any Customer process to select a provider for any Fleet Electrification, such performance by Provider or such compliance or performance by Customer hereby is waived and excused by the other Party.
- iv. *Fleet Electrification.* A "**Fleet Electrification**" means any project or undertaking, in addition to the deployment of the System and license of the Platform underlying the Services contemplated by this Agreement, that: (i) will result in the replacement of any of Customer's fleet from non-electric vehicles to electric vehicles, (ii) will result in the addition of any electric vehicle to Customer's fleet, or (iii) will revise, upgrade, or enhance the charging or vehicle management systems of Customer. A Fleet Electrification may include, without limitation, procurement or provision of electric vehicles for transportation, installation of charging stations or vehicle charging system(s), or procurement of internet-based or other software applications to manage Customer's electric vehicles.
- v. *Requirement.* As used in this Section, a "**Requirement**" means: (i) applicable law, (ii) any requirement, compliance with which is a condition to securing any available Incentive for the applicable Fleet Electrification, or (iii) a requirement imposed by a Governmental Authority or other entity or association having jurisdiction over Customer that must be complied with to enable Customer to secure funding for, or to enable either Party to secure a required Approval for, a proposed Fleet Electrification. Without limitation, "Requirement" includes the provisions of any trade agreement or treaty that is applicable to Customer.

7. Operational Date; Extension Terms.

- a. *Operational Date Certificate.* When Provider determines the Operational Date for the System has been achieved, Provider will deliver to Customer a certificate in the form of **Exhibit 2A**. The date set forth in certificate delivered to Customer pursuant to the preceding sentence will be the "Operational Date" for the System, including the Vehicles,

listed in such certificate, *unless* within five (5) days after deliver of such certificate to Customer, Customer delivers to Provider a written notice (“**Objection Notice**”) advising that the System is not substantially delivered, installed, and operational at the Premises as of the Operational Date set forth in such certificate and providing details about such objection. If an Objection Notice is delivered, (i) the Parties will confer and endeavor in good faith to promptly resolve the Customer objections included in the Objection Notice; and (ii) the “Operational Date” will be the date agreed by Customer and Provider following the delivery of the Objection Notice and ensuing resolution process. The certificate in the form of **Exhibit 2A**, as delivered by Provider or, in the event Customer delivers an Objection Notice, in the form mutually agreed by the Parties is referred to as the “**Certificate of Commercial Operation.**” The “**Operational Date**” for the System is the date specified in the Certificate of Commercial Operation. Subject to permitted extensions under **Section 7(b)**, Provider shall achieve the Operational Date for the System on or before the Anticipated Operational Date set forth in the Scope of Services, as the same may be extended pursuant to **Section 7(b)**. Provider may provide Customer access to and use of portions of the System (Vehicle(s) and Chargers sufficient to charge the Vehicles) in rolling format and, in such case, there may be multiple Certificates of Commercial Operation, each specifying the Operational Date for the System components covered by such Certificate of Commercial Operation.

- b. Extension of Anticipated Operational Date. If the Operational Date for the System is delayed beyond the Anticipated Operational Date due to a Force Majeure Event (defined below), a delay by the local utility in providing utility service or interconnection for the System (including a delay in completing utility interconnection work), a delay caused by unexpected site conditions at the Premises, a delay due to Customer-requested changes to the System Site Plan, a delay in award or payment of any Existing Incentive, a delay in securing any required Approval, or a delay caused by the vendor or OEM of any major component of the System to be provided, the Anticipated Operational Date and the time for achievement of the Operational Date for the System will be automatically extended on a day-for-day basis for the period commencing the initial occurrence of such delay event through the end of such delay event, without liability of either Party to the other Party.
- c. Termination for Delay in Operational Date Achievement. If the Operational Date for the System has not occurred within at least one hundred eighty (180) days after the Anticipated Operational Date, as extended pursuant to **Section 7(b)**, either Party may terminate this Agreement by providing thirty (30) days’ prior written notice to the other Party; provided that such termination shall be revoked if the Operational Date for the System occurs on or before the end of such thirty (30) day notice period.
- d. Extension Term(s). Not less than twelve (12) months prior to the end of the Initial Term, Customer may, by written notice to Provider, request to extend the Term for the Extension Term on the same terms and conditions; provided, however, that if the Contract Price is uneconomic for Provider with respect to the Extension Term, then Provider may provide a written notice to Customer prior to the commencement of the Extension Term. Upon delivery of such notice by Provider, the Parties shall negotiate an adjusted Contract Price that provides significant value to Customer while preserving for Provider a reasonable profit margin. If no notice is provided, or the Parties are unable to agree to an adjusted Contract Price by the commencement of the noticed Extension Term, then this Agreement shall expire on the last day of the Initial Term.
- e. Multiple Operational Dates. This provision applies to the extent that this Agreement contemplates the deployment of more than one (1) Vehicle.
  - i. Anticipated Operational Date. If the Vehicles covered by the Agreement are delivered to the Premises on different dates through no fault of Provider, then each Vehicle may be assigned a different Operational Date based on the date of delivery of such Vehicle to the Premises so long as the System, excluding the Vehicles, is substantially installed, operational, and capable of charging the Vehicle or Vehicles for which Certificate of Commercial Operation is presented by Provider. Provider’s obligation to achieve the Operational Date on or before the Anticipated Operational Date shall be deemed satisfied so long as the Operational Date for one Vehicle is achieved on or before the Anticipated Operational Date, as the same may be extended.
  - ii. Multiple Operational Dates. If the Vehicles under this Agreement have different Operational Dates, then, the Initial Term, any Extension Term, and a Contract Year as to a Vehicle will commence on the Operational Date or the anniversary of the Operational Date for such Vehicle, and the provisions of the Agreement shall be deemed amended *mutatis mutandis* to accommodate a separate and distinct Operational Date for each Vehicle, without the need for a written, executed amendment to this Agreement. The Term of this Agreement shall

continue until the last day of the last Initial Term or, if applicable, the last Extension Term for any Vehicle under this Agreement. If multiple Operational Dates are assigned to the Vehicles, the Parties may agree in writing to establish a single period as the Contract Year, Initial Term, or Extension Term, as applicable, for all Vehicles, with such pro ration of the Base Service Fee and other adjustments as necessary to give effect such period alignment.

## 8. Incentives

- a. Incentives Generally. Except as may be provided in the Scope of Services, Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes (defined below) and, to the extent consistent with the relevant Incentive program, Existing Incentives and Future Incentives (defined below). Subject to any Incentive allocation in the Scope of Services, Customer shall (i) cooperate with Provider in obtaining, securing, and transferring to Provider or its designee any and all Incentives, (ii) not make any filing or statements inconsistent with Provider's ownership interests in the Tax Attributes or rights in or to Incentives, and (iii) immediately pay or deliver to Provider any Tax Attributes that are, directly or indirectly, paid to, delivered to, or otherwise realized by Customer and pay and tender all Incentives as contemplated by this Agreement or as otherwise agreed with Provider. The following capitalized terms shall have the meanings set forth below:
- i. An "**Incentive**" means (i) a payment (such as a rebate or grant, but excluding any "make ready" funding") paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) "make ready" or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof; an "Incentive" includes any Existing Incentive.
  - ii. "**Tax Attributes**" means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C and Section 45W of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System.
  - iii. A "**Future Incentive**" means any Incentive (excluding Existing Incentives) that is not available as of the Effective Date and, as of the Effective Date, is not reasonably contemplated to be available by the Anticipated Operational Date.
- b. Future Incentives. Throughout the Term, each of Provider and Customer will use commercially reasonable efforts to secure Future Incentives related to the System, and each will reasonably assist the other Party in such other Party's pursuit of such Future Incentives. However, neither Party will have any obligation under this Agreement to pursue any particular Future Incentive or to incur any out-of-pocket costs or expenses in connection therewith.

## 9. Vehicle and System Operation

- a. Customer Vehicle Operating Parameters. Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:
- i. operate the Vehicle only: (A) during the Vehicle Operation Period on Designated Routes (defined below) and for Planned Excursions; (B) as necessary to perform Repair Work; and (C) in accordance with Prudent Vehicle Practices;
  - ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;
  - iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer as permitted under this provision; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;
  - iv. at its own expense (subject to Provider reimbursement obligations for Vehicle Repair Work, including Annual Vehicle Work), keep each Vehicle properly registered and licensed in Customer's name;
  - v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;
  - vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a "**Driver**");
  - vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;
  - viii. not operate the Vehicle outside of the Distance Limitation;
  - ix. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle

- x. to plug into an in service Charger port, including a Redundant Port; not permit any person, except Drivers or authorized agents of Customer, to access or use the Chargers or Infrastructure, except as necessary to enable Customer to perform under this Agreement or except in the case of an emergency at the Premises;
- xi. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or authorized agents in connection with Repair Work, to drive the Vehicles; and
- xii. operate the Vehicle outside the VOP, at Provider's expense, in accordance with the reasonable request of Provider.

Except for Customer's operation of a Vehicle in accordance with the above operating parameters, Provider shall have charge over, and control of, the Vehicles.

- b. Designated Routes. Prior to the Anticipated Operational Date, Customer may consult with Provider about, and will deliver to Provider a written notice identifying, the regular, route and schedule for each Vehicle (each a "**Designated Route**") based on which Customer will operate the Vehicle during the Regular Operating Session, which Designated Route will be consistent with System specifications and the Vehicle operating requirements and restrictions in this Agreement. From time to time during the Term, Customer may revise the Designated Route for any Vehicle, so long as the revised Designated Route is consistent with the System specifications and the Vehicle operating requirements and restrictions in this Agreement; and Customer will notify Provider and may consult with Provider about any such change.
  - c. Planned Excursions. A "**Planned Excursion**" means operation of a Vehicle by Customer outside of the Regular Operating Session for such Vehicle (i) if the operation is a single trip out from and back to the Premises; (ii) if the trip is for transportation of passengers and Customer personnel related to extraordinary activities, (iii) so long as: (x) Customer provides Provider with at least forty-eight (48) hours' advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details, (y) the miles to be covered by the Vehicle for the trip plus the estimated mileage of the Vehicle attributable to the Regular Operating Sessions in the Contract Year in which the trip is to occur do not exceed the Vehicle's Annual Mileage Allowance; and (z) both the timing and mileage of the proposed trip allow for sufficient Vehicle charging before or following the Vehicle's Regular Operating Session that preceded the proposed trip.
  - d. Prudent Vehicle Practices. "**Prudent Vehicle Practices**" means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with both applicable heavy-duty vehicle school bus industry and electric vehicle industry best practices, (ii) comply with applicable OEM recommendations and OEM requirements, to the extent provided to Customer by Provider or the OEM, its dealer, or agent; (iii) conform to the requirements or guidelines necessary to preserve the efficacy or availability of any applicable OEM Warranty provided to Customer by Provider hereunder; and (iv) comply with all applicable federal, state, and local laws and requirements.
10. Maintenance.
- a. System Maintenance Generally. Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Subject to Provider's reimbursement obligations for Repair Work, Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.
  - b. Vehicle Maintenance and Reimbursement.
    - i. *Reimbursable Repair Work*. Subject to Provider's obligations and rights with respect to Vehicle repairs, as provided in this Agreement, Customer shall perform or cause to be performed by a qualified third party, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement ("**Repair Work**"). Customer shall self-perform all Repair Work, except those items which require specialized training or service at a third-party facility, such as for repairs to the battery and drivetrain systems. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle.
    - ii. *OEM Warranty*. If any OEM Warranty applies to or would cover any Repair Work subject to reimbursement under this Agreement, then to the extent necessary in Provider's discretion, Provider may enforce rights under the applicable OEM Warranty for the purpose of securing OEM coverage of the applicable Repair Work under such OEM Warranty. Provider shall have the sole right to pursue any claims under OEM Warranties

- and such other such warranties as may apply to the Vehicles. To the extent any Repair Work is covered by an OEM Warranty, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty.
- iii. *Towing.* To the extent that, other than due to Customer-caused damage, as required by Prudent Vehicle Practices, any Vehicle must be towed to the Premises or to the location of a third-party Vehicle repair service provider, if the Customer is not capable (under Prudent Vehicle Practices) to perform the required repairs, then Provider shall pay for, or shall reimburse Customer for, the cost of such tow, subject to the Towing Cap. Customer shall be responsible for arranging and paying for any Vehicle tow required due to Customer-caused damage or due to Customer's failure to operate the Vehicle or any other System component as required by this Agreement.
  - iv. *Annual Vehicle Work.* Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform such minor maintenance and repairs on such Vehicle as set forth on **Exhibit 1A** to the Scope of Services and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. "**Inspections**" means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability. Any regular Vehicle maintenance and repairs required to satisfy inspection requirements shall be included in Annual Vehicle Work. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof.
  - v. *Standard Repair Time.* From time to time during the Term, Provider may deliver to Customer a written listing of standard repair times ("**SRT**") for standard Repair Work based on OEM recommendations, Prudent Vehicle Practices, or Provider's demonstrated experience with such repairs, and Customer shall use reasonable efforts to perform Repair Work consistent with the applicable SRT.
  - vi. *Reporting.* No later than the fifteenth day of any calendar month after the Operational Date, Customer will deliver to Provider a written report, in form mutually agreed by Customer and Provider, detailing the Repair Work performed by or at the request of Customer for which Customer seeks reimbursement under this Agreement or for Customer-Caused Repairs (defined below), including the nature or cause of the Repair Work, the date(s) the Repair Work was performed, the number of labor hours expended on such Repair Work, the person(s) performing the Repair Work, the parts procured and used to perform the Repair Work, and the documented cost of such parts. The Customer agrees to provide Provider with access to maintenance records, labor time, and required parts receipts and specifications for each Vehicle and to collaborate with Provider with respect to the timing, location, and substance of Repair Work. Each Repair Work report provided by Customer shall include detail about Repair Work performed in the period agreed by Customer and Provider, which may be a trailing 90-day period, or such other period as agreed to enable capture of all relevant data, include OEM Warranty data.
  - vii. *Reimbursement.* Based on timely completion of monthly Repair Work reporting by Customer, Provider shall reimburse Customer for Repair Work and parts performed by, or paid for by, Customer consistent with this Agreement. Provider shall have no obligation to reimburse Customer for Customer-Caused Repairs or for labor hours for Repair Work in excess of the applicable SRT. Further, Provider may delay reimbursement of any Repair Work until all relevant data, including OEM Warranty data and clarification as to whether the work covered by the report is a Customer-Caused Repair, is provided by Customer. To the extent an OEM pays for Repair Work, including parts, under an OEM Warranty, including through paying or reimbursing Customer for such Repair Work or by paying a third-party service provider for the Repair Work, then Provider shall have no obligation to reimburse the Customer for such Repair Work. Required reimbursement payments by Provider for parts shall be at the lowest of: the Customer's cost for the part, the applicable manufacturer suggested retail price for the part, or, the price for the part reasonably available from Provider or a Provider-designated supplier.
  - viii. *Adjustment.* No more than once per Contract Year a Party may request review of Repair Work and the applicable reimbursement rate under this Agreement. During the thirty (30)-day period following delivery of such a request by one Party to the other, Provider and Customer will engage in good faith review and negotiation of the applicable reimbursement rate in light of then applicable Prudent Vehicle Practices and industry standards for Vehicle Repair Work and may agree to adjust the reimbursement rate under this Agreement and, as applicable, the Contract Price to reflect any upward or downward adjustment to the reimbursement rate.
- c. Vehicle Maintenance Consulting. As part of its Operations Services, and at no additional cost to Customer, Provider will support Customer's maintenance of the Vehicles as described below.

- i. *Major Maintenance Consulting.* Prior to undertaking or arranging for major maintenance or repairs for a Vehicle, Customer shall provide reasonable notice to Provider of such proposed maintenance or repairs and the reason(s) therefor. Customer will confer with Provider regarding any anticipated service for major maintenance or repairs for a Vehicle.
  - ii. *Parts and Warranty Management Strategy.* Provider shall advise Customer regarding broader electric fleet management, maintenance, and repair strategy, and coordinate maintenance, repair, and related service escalations with Customer's third-party servicers, including by communicating with Customer regarding Vehicle condition, performance, and maintenance detection, evaluating part needs and recommending inventory stocking levels, and enforcing proper warranty claim work through dealer and Vehicle OEM communications, including direct communications with such third parties as an agent of Customer
  - iii. *Preventive Maintenance.* Provider may advise Customer to perform additional preventive maintenance on a Vehicle or adopt procedures under a comprehensive maintenance manual (which shall include existing OEM standards). If adopted, Provider shall be responsible for costs associated with such additional preventative maintenance as Repair Work hereunder.
  - iv. *Reliability and Mitigation of Service.* Provider will coordinate with Customer as needed to cause Vehicle Repair Work to be conducted in a manner to minimize any interruption in service to Customer, including by facilitating Vehicle Repair Work outside of the Vehicle Operating Period to the extent commercially practicable.
- d. Maintenance of Chargers and Infrastructure. Provider shall be responsible for scheduling and coordination and cost of any maintenance of each component of any Charger, as recommended by the vendor and manufacturer of such component, and of related Infrastructure ("**Charger Maintenance and Repairs**"), as needed for the operation of the Chargers to provide Services; provided, that Provider shall use commercially reasonable efforts to (i) minimize any interruption in Services, and (ii) limit any suspension of Services due to Charger Maintenance and Repairs to non-VOP hours. Scheduled and unscheduled Charger Maintenance and Repairs shall be undertaken at Provider's sole cost and expense, except that Customer shall reimburse Provider for the reasonable cost of any maintenance or repairs resulting from damage caused by Customer, its agents, employees, or contractors.
- e. Customer-Caused Repairs. Customer shall bear the cost of any service, inspection, or repairs for a Vehicle (collectively, "**Customer-Caused Repairs**") resulting from (i) damage to a Vehicle or the System caused by Customer, its agents, employees, contractors, Drivers, or passengers, (ii) Customer's use of the any Vehicle, or any other action or inaction of the Customer, that voids the OEM Warranty for such Vehicle or is outside of the Prudent Vehicle Practices, or (iii) Customer's failure to perform or cause to be performed any Repair Work in accordance with this Agreement. Customer shall also be responsible for ensuring that a properly trained Customer employee or contractor performs all Repair Work and Customer-Caused Repairs completed by or for Customer. A Customer-Caused Repair specifically excludes any Repair Work necessitated due to damage caused to a Vehicle as a result of following Provider's guidance or instructions with respect to such Repair Work.

## 11. Premises.

- a. System Site Plan. To achieve System efficiencies, to respond to the requirements of the applicable local utility or Governmental Authority, or to respond to the reasonable requests of Customer for changes to the preliminary System Site Plan attached as **Exhibit 1B** to the Scope of Services, Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit 1B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update, which may be in any form mutually acceptable to the Parties, including a change order, to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer's failure to respond within such ten (10) day period shall be deemed approval of, and agreement to, such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer's approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the "**System Site Plan**" hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider's reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days' prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination.

Provider may, at its discretion, upon written notice to Customer add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes. Changes to the System Site Plan may be made by change order or any other form acceptable to the Parties, so long as such changes to the System Site Plan are specified and acknowledged in writing by the Parties. However, immaterial changes to the System Site Plan made by Provider need only be reflected on the as-installed System Site Plan delivered by Provider to Customer.

- b. **Access Rights.** Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of a Premises, or with full permission from the owner of the Premises, if other than Customer (the "Landowner"), hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "Non-Exclusive License") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "License Term"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "Exclusive License," and together with the above Non-Exclusive License, the "Licenses") for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on or from the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises consistent with this Agreement. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to each Premises (including provision of keys or gate pass codes).

## 12. **Ownership and Risk of Loss; Liens.**

- a. **Ownership of System; Risk of Loss.** Subject to the provisions of **Exhibit 2C**, as between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including the Vehicles (only while parked), Chargers, and Infrastructure shall be borne by Provider. Customer shall bear the risk of loss and liability associated with driving of the Vehicles by Customer, including for the acts or failures of its Drivers (and any chaperones or assistants under control of Customer) and passengers.
- b. **Notice to Customer Lienholders; Liens.** Customer shall use commercially reasonable efforts to place all parties having a lien on the Premises or any improvement on which any part of the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of such Premises, Customer shall provide a disclaimer or release from such lienholder in a form acceptable to Provider. Customer shall not directly or indirectly (including through any affiliate of Customer) cause, create, incur, assume, or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Provider access to the Premises on or with respect to the any components of any System.
- c. **Fixture Disclaimer.** If Customer is the fee owner of the Premises under this Agreement, Customer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where such Premises are located. If Customer is not the fee owner of any Premises, Customer shall use commercially reasonable efforts to obtain consent from the applicable Landowner to file a fixture disclaimer. For the avoidance of doubt, Provider has the right to file such disclaimer.

- d. UCC Filing. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code of the jurisdiction identified by this Agreement as the source of governing law (“UCC”). Customer authorizes Provider or any Financing Party (defined below) to file a precautionary UCC financing statements and other similar filings and recordings with respect to any System component. Customer agrees not to file any corrective or termination statements or partial releases with respect to any such UCC financing statements or other similar filings or recordings filed by Provider in connection with a System component, except (i) if Provider fails to file a corrective or termination statement or release on request from Customer after the expiration or earlier termination of the Agreement, or (ii) with Provider’s consent.

**13. Insurance.** During the Term, the Parties shall comply with the insurance provisions below.

- a. Insurance – Customer. Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate, including collision coverage on a replacement cost basis; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability and automobile policies with limits of at least \$5,000,000 per occurrence; (iv) employer’s liability insurance with coverage of at least \$1,000,000; and (v) workers’ compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer’s property insurance policy and as additional insureds on all other insurance required by this **Section 13**, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates. Customer shall assure that each Driver is covered under the Customer’s liability and employer/ workers compensation insurance policies.
- b. State Minimum Coverage. If at any time the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceed the Customer insurance minimums stated in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.
- c. Insurance – Provider. Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Vehicles while parked (i.e. comprehensive auto coverage), the Infrastructure, and the Chargers; (ii) commercial general liability insurance with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least \$5,000,000 per occurrence and annual aggregate; (iv) employer’s liability insurance with coverage of at least \$1,000,000; and (v) workers’ compensation insurance as required by law. Provider’s insurance will not be called upon to respond to or cover Customer’s negligence or willful misconduct.
- d. Additional Requirements of Customer and Provider. All liability insurance and property insurance maintained by a Party as required by this Agreement shall name the other Party (or, upon request, its applicable financing party or other designee) as an additional insured, and, with respect to property insurance, as loss-payee. All liability insurance and property insurance policies required to be maintained by a Party (each, an “Insured”) under this Agreement: (i) shall be issued by a company with an A.M. Best rating of not less than A:VIII; (ii) shall not be cancelled, changed, or modified until after the insurer or the Insured has given to the other Party (“Beneficiary”) at least thirty (30) days’ prior written notice of such proposed cancellation, change, or modification; (iii) no act or default of the Customer, as Insured, or any other person or entity shall affect the right of the Provider, as Beneficiary, or its successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle; and (iii) the coverage under each such policy is “primary coverage” for the protection of Customer and Provider and their respective successors and assigns, notwithstanding any other coverage carried by Customer or Provider or any of their respective successors or assigns protecting against similar risks. As soon as possible after the Effective Date, and thereafter, upon request of the other Party, each Party shall provide the other Party a certificate or other reasonable evidence of the insurance required to be maintained by such Party under this Agreement. Customer, its Drivers, and its agents will cooperate with Provider and any of Customer’s or Provider’s insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received in connection with such claim

or action.

e. Damage to or Destruction of System.

- i. *Notice and Inspection.* Customer shall notify Provider immediately of any insurable or potentially insurable claims affecting the System of which Customer becomes aware, including any evidence of malfunction, damage, or destruction. Upon such notice, Provider may enter the Premises and access the System to inspect the Vehicles, the Chargers, or any Infrastructure, as applicable.
- ii. *Substantial Damage; Destruction.* If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such damage or destruction of the System. If Provider elects to repair and restore the System (or portion thereof), the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Contract Price.
- iii. *Use of Insurance Proceeds.* Subject to clause (ii), above, insurance proceeds shall be applied to prompt repair, restoration or replacement of the applicable System components. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

**14. Miscellaneous Obligations and Representations Concerning the Premises and System.**

- a. Safety Requirements. Provider and its employees, agents and contractors shall comply with Customer's site safety and security requirements provided to Provider by Customer when on the Premises during the License Term. During the License Term, Customer shall, and shall cause the Landowner, if different, to preserve and protect Provider's rights under the Licenses and Provider's access to Premises, and shall not interfere, or permit any third parties under Customer's control to interfere with such rights or access. Customer acknowledges that Provider may prepare and record in the relevant registry of deeds evidence of the Licenses (which may be a memorandum of license and/or a separate license instrument consistent with this Section), and Customer shall cooperate with such efforts, including by executing such document(s). Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- b. Maintenance of Premises. Customer shall, at its sole cost and expense, maintain the Premises in good condition and repair. Customer, to the extent within its reasonable control, (i) shall ensure that the Premises remains connected to the local electric utility grid at all times; (ii) shall assure that the Premises maintains ingress and egress access to and from a public right of way sufficient in area and design to accommodate each Vehicle; and (iii) shall not permit or cause cessation of electric service to such Premises from the local electric utility.
- c. No Alteration of Premises. Not less than thirty (30) days prior to making or allowing to be made any planned alterations or repairs to a Premises that may adversely affect the operation and maintenance of the System, Customer shall inform Provider in writing and, thereafter, shall use commercially reasonable efforts to conduct, or cause to be conducted, such repairs, alterations or improvements in compliance with any reasonable written request to mitigate any adverse effect that is delivered by Provider no later than ten (10) days Provider receives Customer's alternation notice. If any repair, alteration, or improvement results in a permanent and material adverse economic impact on the System, Customer may request relocation of the System under Section 14(g). To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Provider shall perform such work, and any re-connection or re-installation of the System, at Customer's cost.
- d. Approvals; Access to Customer Information. Customer shall cooperate with Provider's reasonable requests to assist Provider in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Customer to the utility, such as any easements and consents from Customer or the owner of the Premises or of adjacent properties. Customer has provided to Provider all material concerning Customer, Customer's operations,

and the Premises and Customer's use thereof (including information pertaining to underground utilities, conservation easements, wetlands, and the like), and such information is accurate in all material respects.

- e. Customer's Interest in Premises. Customer represents, warrants, and covenants to Provider the following as of the Effective Date: (a) Customer has title to or a leasehold or other valid property interest in such Premises, (b) the grant of the Licenses and other rights under this Agreement does not violate any law, ordinance, rule, or other governmental restriction applicable to Customer or the Customer's use of the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Customer is bound or that affects the Premises or, if applicable, the System, and (c) if Customer does not own the Premises under this Agreement or any improvement to such Premises on which the System is to be installed, Customer has obtained all required consents from the Premises Landowner or improvement owner, as the case may be, to grant the Licenses and other rights to Provider with respect to such Premises and improvement(s) so that Provider may perform its obligations under this Agreement.
- f. Environmental.
- i. *Representations.* Customer represents that there are no Hazardous Substances (as defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this Section shall survive the termination or expiration of this Agreement.
  - ii. *Notices.* Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
  - iii. **"Hazardous Substance"** means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.
- g. Relocation. If, during the Term, (i) Customer ceases to use any Vehicle to conduct transportation operations at the Premises, or vacates such Premises; (ii) the Premises are substantially damaged or destroyed; or (iii) the Customer is otherwise unable to continue to host the System at the Premises for any other reason (other than a Default Event by Provider), Customer may propose in writing the relocation of the Chargers, Infrastructure, and any Provider Facilities installed on the Premises that have served the System at Customer's cost, in lieu of termination of the Agreement by Provider for a Default Event (defined below) by Customer. If such proposal is practically feasible and preserves the economic value of the agreement for Provider, the Parties shall seek to negotiate in good faith an agreement for the relocation of the Chargers, Infrastructure, and, as applicable, Provider Facilities. If the Parties are unable to reach agreement on relocation of such Chargers, Infrastructure, and Provider Facilities within sixty (60) days after the date of receipt of Customer's proposal, Provider may terminate this Agreement pursuant to **Section 16(b)(ii)**.
- h. End of Term; Removal. The Parties acknowledge Provider's investment in, and the expected long-term value of, the System, including the charging, electrical infrastructure, and metering components of the Chargers and Infrastructure. The Parties therefore agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, (i) Customer shall take all such action as reasonably necessary to repair, clean, and restore the Vehicles included in the System consistent with Prudent

Vehicle Practices so that such Vehicles are fully operational and in a good state of repair, reasonable wear and tear excepted; and (ii) Provider shall, at its expense and in a reasonably diligent manner, (A) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (B) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.

**15. Mutual Representations and Warranties; Disclaimer.**

- a. Each Party represents and warrants to the other the following as of the Effective Date:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company, or, if required for such Party, action by Governmental Authority, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, and other similar laws relating to creditors' rights generally);
  - ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business, and to execute and deliver this Agreement, and such Party is in compliance with all laws that relate to this Agreement in all material respects; and
  - iii. Neither the execution and delivery of this Agreement by such Party nor the performance by such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which it is a party or by which it is bound.
- b. EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES PROVIDED BY PROVIDER TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO CUSTOMER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

**16. Default, Remedies and Damages.**

- a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "Defaulting Party," the other Party is the "Non-Defaulting Party" and each of the following is a "Default Event":
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default");
  - ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this Section 16(a) within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;
  - iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership,

- dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or
- v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises unless the Parties agree upon a relocation of the System under **Section 14** above; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.

The failure of the Charger Uptime Guarantee or the Route Readiness Guarantee as to any Vehicle shall not be a Default Event by Provider so long as Provider satisfies any obligation under this Agreement to pay or credit Customer with respect to such failure.

b. **Remedies.**

- i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Customer cures the Default Event in full, or (b) termination of this Agreement. Provider's rights under this **Section 16(b)(i)** are in addition to any other remedies available to it under this Agreement, at law, or in equity. Notwithstanding suspension by Provider under this Section, during the period of the suspension, Provider shall have access to and use of the Premises and System, including the Vehicles, and may continue to provide Services during the period of the suspension.
- ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under **Section 16(a)(iv)**, the Non-Defaulting Party may terminate this Agreement immediately.
- iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit 2B**. In addition, upon termination of this Agreement due to a Default Event, and subject to **Sections 17(c)** and **(d)**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to **Section 16(b)(ii)**, then following such termination, the Parties will perform their respective obligations in compliance with **Section 14** at the sole cost and expense of the Defaulting Party; provided that Provider shall not be required to remove the System or any Provider Facilities following the occurrence of a Default Event by Customer pursuant to **Section 16(a)(i)**, unless Customer pre-pays the cost of removal and restoration reasonably estimated by Provider. Nothing in this Section limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement. Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages resulting from such Default Event.

**17. Hold Harmless and Limitations of Liability.**

- a. **General.** Each Party (the "**Covering Party**") shall defend, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Covered Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to (1) the Covering Party's breach of any representation or warranty set forth in **Section 15**, (2) a breach by the Covering Party of its obligations under this Agreement, or (3) injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covering Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Covering Party to cover the Covered Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, a Covered Party.
- b. **Notice and Participation in Third Party Claims.** The Covered Party shall give the Covering Party written notice with

respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Covering Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Covering Party and reasonably satisfactory to the Covered Party. The Covered Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Covering Party. The Covering Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Covered Party may also, at the sole cost and expense of the Covering Party, assume the defense of any Claim if the Covering Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Covering Party has no liability under this Section for any Claim for which such notice is not provided if the failure to give notice prejudices the Covering Party.

c. Limitations of Liability.

- i. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this Section, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. For avoidance of doubt, any amount incurred by Provider upon default by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement, including any prepayment fees, original issue discount, breakage, hedge, or swap termination fees, and other amounts payable by Provider to any Financing Party as a consequence of such Customer default, shall be included in Provider’s direct damages.
- ii. Except with respect to of Claims and claims concerning Hazardous Substances pursuant to this Section, Provider’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this Section will apply whether such liability arises in contract, tort, strict liability, or otherwise.

d. EXCLUSIVE REMEDIES. TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY’S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

e. Comparative Negligence. Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

f. No Indemnification. To the extent Customer is prohibited by applicable state law from entering into any indemnification agreements and to the extent any provisions of this Agreement are construed as indemnification obligations of Customer, such provisions shall be void and of no effect.

18. Force Majeure.

- a. Force Majeure Event. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event.

- b. Definition of Force Majeure Event. “**Force Majeure Event**” means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack or ransomware attack; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; epidemic or pandemic; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment, supplies or products outside of Provider’s control or due to a Force Majeure Event.

## 19. Assignment and Financing.

- a. Assignment.
- i. Subject to the remainder of this **Section 19(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold its consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider’s obligations this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.
  - ii. Notwithstanding **Section 19(a)(i)**, Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 19(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider’s obligations hereunder by binding written instrument. The rights of Provider under this **Section 19(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.
- b. Financing. The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a “**Financing Party**”) in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component thereof, and in Provider’s right to proceeds, rental and other payments under this Agreement. Provider’s rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider’s obligations to Financing Party. In furtherance of Provider’s financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer’s authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer’s governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer’s use of the System under this Agreement in accordance with this Agreement. The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this Section.
- c. Lender Step-In Right. Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider’s obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and

upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this Section. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

## 20. Confidentiality.

- a. Confidential Information. To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act**"), if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to freedom of information or similar transparency requirements under applicable law pursuant to a valid request for information under such law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority or by a Party that is a Governmental Authority subject to freedom of information law requirements, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law, including, as applicable, the Right to Know Act.
- b. Permitted Disclosures. Notwithstanding Section 20(a), a Party may provide Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants, and Financing Parties (collectively, "**Representatives**"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any Representative or other person to whom that Party discloses Confidential Information.
- c. Destruction; Equitable Remedies; Survival. All Confidential Information remains the property of the disclosing Party and, upon request of the disclosing Party, will be returned to the disclosing Party or destroyed (at the receiving Party's option), subject to the record retention obligations of the receiving Party under applicable law and subject to the ability of the receiving Party to retain an archival copy consistent with receiving Party's written document retention policy. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 20 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party in breach of this Section 20, and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 20. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. Goodwill and Publicity. Neither Party may (i) make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with

applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

## 21. General Provisions.

- a. Notices. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified in the Scope of Services or such other address as either Party may specify in writing pursuant to this Section.
- b. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.
- c. Further Assurances. Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- d. Waivers. No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- e. Non-Dedication of Facilities. Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.
- f. No Partnership. No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- g. Service Contract. The Customer and Provider intend and agree that this Agreement is a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.
- h. Customer-Specific Provisions. Except as otherwise expressly stated on **Exhibit 2C**, the provisions of any **Exhibit 2C** included as part of this Agreement replace and supersede any inconsistent provision included in the Scope of Services, these Terms and Conditions, or any Exhibit to the extent of the inconsistency.
- i. Entire Agreement, Modification, Invalidity, Captions. This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. No aspect of this Agreement (including, the Services, the Contract Price, the number or specifications for the Vehicles, or other provision) may be modified, other than pursuant to a written document executed by Customer and Provider, including a written amendment, supplement, or change order, that identifies specific changes to the Services, the Contract Price, the number or specifications for the Vehicles, or other provision this Agreement, subject only to **Section 11(a)** concerning changes to the System Site Plan. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- j. Order of Precedence. This Agreement is comprised of the Scope of Services (Part 1), these Terms and Conditions (Part 2), and the Exhibits to each such Part, each of which are incorporated herein by reference. In the event of any conflicts among the Parts and any Part Exhibit, Exhibit 2C (Customer-Specified Terms), if any, shall prevail, followed

by Parts 1, including its Exhibits, and Part 2, including its Exhibits (other than any Exhibit 2C), in that order of precedence.

- k. No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties, to the extent provided herein or in any other agreement between a Financing Party and Provider or Customer, and do not imply or create any rights on the part of, or obligations to, any other Person.
- l. Affiliate Operations. For purposes of this Agreement, if Customer's affiliate(s) is (are) the applicable lessee or Landowner of the Premises, or the operating entity actually conducting operations with respect to vehicles maintained at the Premises, then Customer shall cause such affiliate to comply with the terms, covenants and obligations of this Agreement which apply to the activities of such affiliate. Customer represents and warrants that Customer has the authority to bind and ensure performance from such affiliates.
- m. Counterparts. This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same agreement.
- n. Severability. In the event that any provision of this Agreement is unenforceable, void, or held to be unenforceable or void, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

<<<End of Terms and Conditions>>>

**Part 2, Exhibit 2A**  
**Certificate of Commercial Operation**

PROJECT NAME: Oxnard School District School Bus Electrification (Sixteen (16) Type C)  
PROJECT ADDRESS: 516 W Wooley Rd, Oxnard, CA 93030

**OPERATIONAL DATE:[ \_\_\_\_\_ ]**

Pursuant to **Section 7** of the Terms and Conditions under the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the “**Agreement**”), dated [ \_\_\_\_\_ ] by and between Oxnard School District (“**Customer**”) and HEF-P Oxnard, LLC (“**Provider**”), this Operational Date Certificate (“**Certificate**”) is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above and subject to Punchlist Items: (i) the Vehicles set forth on **Attachment A** to this Certificate conforming to the Specifications are available at the Premises and operational; (ii) the Chargers necessary to support such Vehicles are installed at the Premises and operational; (iii) the Infrastructure necessary to support such Vehicles and such Chargers is installed at the Premises and operational; and (iv) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

**IN WITNESS WHEREOF**, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

**Provider:**

**HEF-P OXNARD, LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

If an Objection Notice has been delivered by Customer in Accordance with Agreement Terms and Conditions Section 7, then Customer is executing and delivering this Certificate to confirm Customer’s agreement that the Operational Date is as set forth above.

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: **Melissa Reyes**  
Title: **Director, Purchasing**  
Date: \_\_\_\_\_

**Attachment A Vehicles**

<<<End of Part 2, Exhibit 2A>>>

**Part 2, Exhibit 2B**  
**Termination Payment Schedule**

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	\$4,950,400.00
Contract Year 1	\$4,155,733.00
Contract Year 2	\$3,848,533.00
Contract Year 3	\$3,301,333.00
Contract Year 4	\$2,888,533.00
Contract Year 5	\$2,547,200.00
Contract Year 6	\$2,180,267.00
Contract Year 7	\$1,840,000.00
Contract Year 8	\$1,527,467.00
Contract Year 9	\$1,195,733.00
Contract Year 10	\$843,733.00
Contract Year 11	\$446,933.00
Contract Year 12	\$0.00
*	Consistent with Agreement Part 2, Sections 16(b)(iii), 16(c), and 17(c)(i)(b) the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement <i>in addition to</i> the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

<<<End of Part 2, Exhibit 2B>>>

**Part 2, Exhibit 2C**  
**Customer-Specific Provisions**

1. **Nature of Agreement.** Customer and Provider acknowledge and agree that this Agreement is a continuing contract for the furnishing of transportation of pupils in local educational agencies to and from school under Cal. Educ. Code Ann. §39803.5(b) and because the Provider will own the Chargers and Infrastructure at the Premises, the System and its installation are not a public work under Cal. Labor Code Ann. §1720.
2. **Use of Chargers for EVs that are not Vehicles.** Except pursuant to this **Section 2**, Customer shall not use or permit the use of any Charger to provide electricity to any electric vehicle, other than the Vehicles, or for any purpose, other than to charge the Vehicles consistent with this Agreement. From time to time from and after the Operational Date during the Term, and notwithstanding any contrary provision of this Agreement (including Terms and conditions Section 9(a)), Customer may use a Charger to provide charging electricity to an electric vehicle, other than the Vehicles, that is owned or controlled by Customer (each, a “**Customer EV**”), so long as: (a) Customer reimburses and pays Provider for the cost incurred by Provider to deliver charging electricity via a Charger to a Customer EV upon Provider’s delivery of an invoice therefor; and (b) Customer does not connect a Customer EV to a Charger, attempt to provide charging electricity via a Charger to a Customer EV, or permit or suffer any other person to connect a Customer EV to a Charger or provide charging electricity via a Charger to a Customer EV during the local distribution utility’s peak demand hours (“**Peak Demand**”). As of the Effective Date, Peak Demand runs from 4:00 p.m. though 9:00 p.m. local time; and Provider may adjust the Peak Demand from time to time during the Term effective upon delivery of a written notice to the Customer.
3. **Existing Incentives.** Each of Customer and Provider will use reasonable efforts to take such actions and to execute and deliver such documents as may be necessary or advisable, in Provider’s reasonable judgment, to assure that each Existing Incentive is paid as soon as possible after the Effective Date. Upon receipt of all or any portion of any Existing Incentive by the Customer, Customer will provide notice thereof to Provider (no later than five (5) days after receipt of funds) and will pay and tender to Provider the amount of the Existing Incentive so paid to Customer, without offset or deduction (no later than thirty (30) days after receipt of funds), in fulfillment of the requirements of this Agreement that all Incentives and Existing Incentives will be for the benefit of Provider.

<<<End of Part 2, Exhibit 2C>>>

# TRANSPORTATION SERVICES DEPARTMENT

**OXNARD SCHOOL DISTRICT**

**SEPTEMBER 17, 2025**

**KRISTEN PIFKO, ASSISTANT SUPERINTENDENT OF BUSINESS &  
FISCAL SERVICES**

**RITA GALVÁN, DIRECTOR OF TRANSPORTATION**



# Oxnard School District

Vision: Changing the World! In School and Beyond



Oxnard School District, as a matter of choice and policy, provides transportation for students under provisions of State Law and regulations. Although the state law does not require home-to-school transportation, Oxnard School District chooses to offer free transportation for qualified students in grades Pre-K through 8<sup>th</sup>.

# Bus Fleet Electrification

In 2023 AB579 mandated, by January 1, 2035 100% of newly purchased or contracted school buses by school buses must be zero-emissions.

- *What if... our students could ride in state-of-the-art electric school buses?*
- ▶ ***Federal Clean Heavy-Duty Vehicles Grant Programs, launched by the U.S. Environmental Protection Agency.***

***Funding notice opened on April 24, 2024 & closed on July 25, 2024***



# Why partner with Highland Fleets?

Because not all partnerships are created equal!!

## Your partner in fleet electrification

**Highland takes on the risk, complexity, and upfront expense, so you don't have to.**

### Our Guarantees

Highland guarantees that its system of electric vehicles, chargers and infrastructure will deliver:

- ✓ 97% charger uptime
- ✓ Route-ready vehicles at the start of each day
- ✓ 30 minute response time for system issues
- ✓ Price stability, even when electricity costs fluctuate
- ✓ Performance-based contract



Funding & Financing



Project planning



Vehicle & charger procurement



Permitting & installation



Charger operation & maintenance



Maintenance reimbursement



FleetX Remote Management



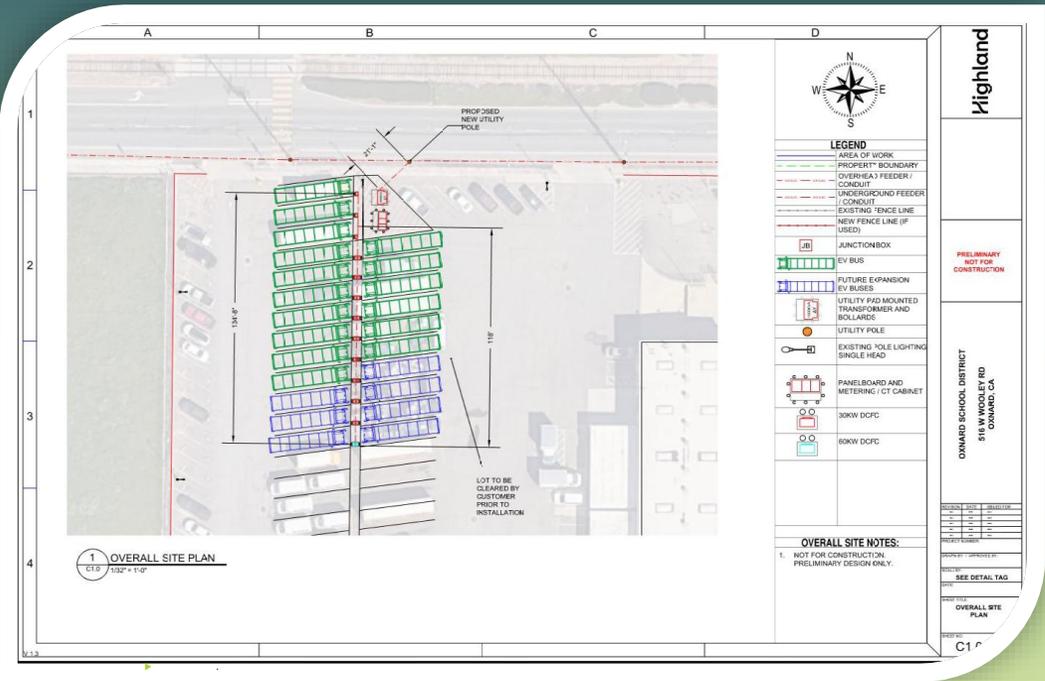
Fueling (electricity)



Staff & driver training

# Goals of the Partnership &

# Expected Outcomes



- ▶ **Goals of the Partnership**
  - **Electrify Our Fleet:** Transition school buses to clean, zero-emission vehicles.
  - **Build Infrastructure:** Install charging stations that keep buses (and learning) moving.
  - **Support Students:** Ensure reliable, safe, and eco-friendly transportation.
  - **Lead by Example:** Position Oxnard School District as a regional leader in sustainability.
  - **Maximize Funding:** Stretch every grant dollar for the greatest community impact.

## ▶ **Expected Outcomes**

- 15 Electric School Buses and 23 chargers. 🚗
- Lower long-term operating and maintenance costs 💰
- Pride in knowing we're shaping a healthier, greener future 🌱
- Operating Savings of \$312,000 over 12 years \$\$\$

# What Board Approval Means

## Approval of Highland Contract

Oxnard School District will secure:

 15 Electric School Buses

 23 EV Chargers

 Essential Electric Equipment (transformers, switchgear, conduit, wiring, and more)

 EPA grant compliance, including reporting, documentation, operational data tracking, emissions calculations and audit support

# Board Approval September 17, 2025 allows

## Unlocking Unprecedented Funding

OSD to take full advantage of funding opportunities, including:

- Clean Heavy-Duty Vehicles (CHDV) Grant
- Hybrid and Zero-Emission Truck & Bus Voucher Incentive Project (HVIP)
- Ventura County Air Pollution Control District Funding
- Southern California Edison (SCE) Electrification Support

## Why Act Now?

Approving now means we maximize savings and bring cleaner, safer, state-of-the-art transportation to our students

# ♥ Centered on What Matters Most



**We want to keep breaking barriers and building a brighter future. Oxnard School District and Los Angeles Unified were the only two districts in California awarded CHDV funding.**

**We're proud to share that our State Senator, Monique Limón, and her office are not only aware of our award but also excited and supportive of our electrification journey.**





Questions??



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section D: Action Items

### **Approval of the Oxnard School District 2024-25 Unaudited Actuals Financial Report (Pifko/Núñez)**

---

According to Education Code Section 42100, "On or before September 15, the governing board of each school district shall approve, on a form prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement with the County Superintendent of Schools."

In compliance with this requirement, the District submitted the 2024-25 Unaudited Actuals Financial Report to the Ventura County Office of Education prior to the September 15 deadline, thereby meeting the statutory requirement. The Assistant Superintendent of Business & Fiscal Services and the Director of Fiscal Services will present the 2024-25 Year-End Unaudited Actuals Financial Report to the Board. This report provides a summary of the District's actual revenues, expenditures, and ending fund balance for the fiscal year ending June 30, 2025. The Ventura County Office of Education has been advised that the Board presentation is occurring after the statutory deadline and is aware of this timing.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the Oxnard School District 2024-25 Unaudited Actuals Financial Report and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2024-25 Unaudited Actuals Report \(99 pages\)](#)

[2024-25 Unaudited Actuals Presentation \(15 pages\)](#)

2024-2025  
Unaudited Actuals  
(period ending June 30, 2025)



Board Meeting of  
September 17, 2025

Prepared by:  
Kristen Pifko, Assistant Superintendent,  
Business and Fiscal Services  
and  
Patricia Núñez, Director of Fiscal Services

## **Vision:**

### **Changing the World!**

**Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond**  
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

## **Mission:**

### **IGNITE • TRANSFORM • NURTURE • EMBRACE**

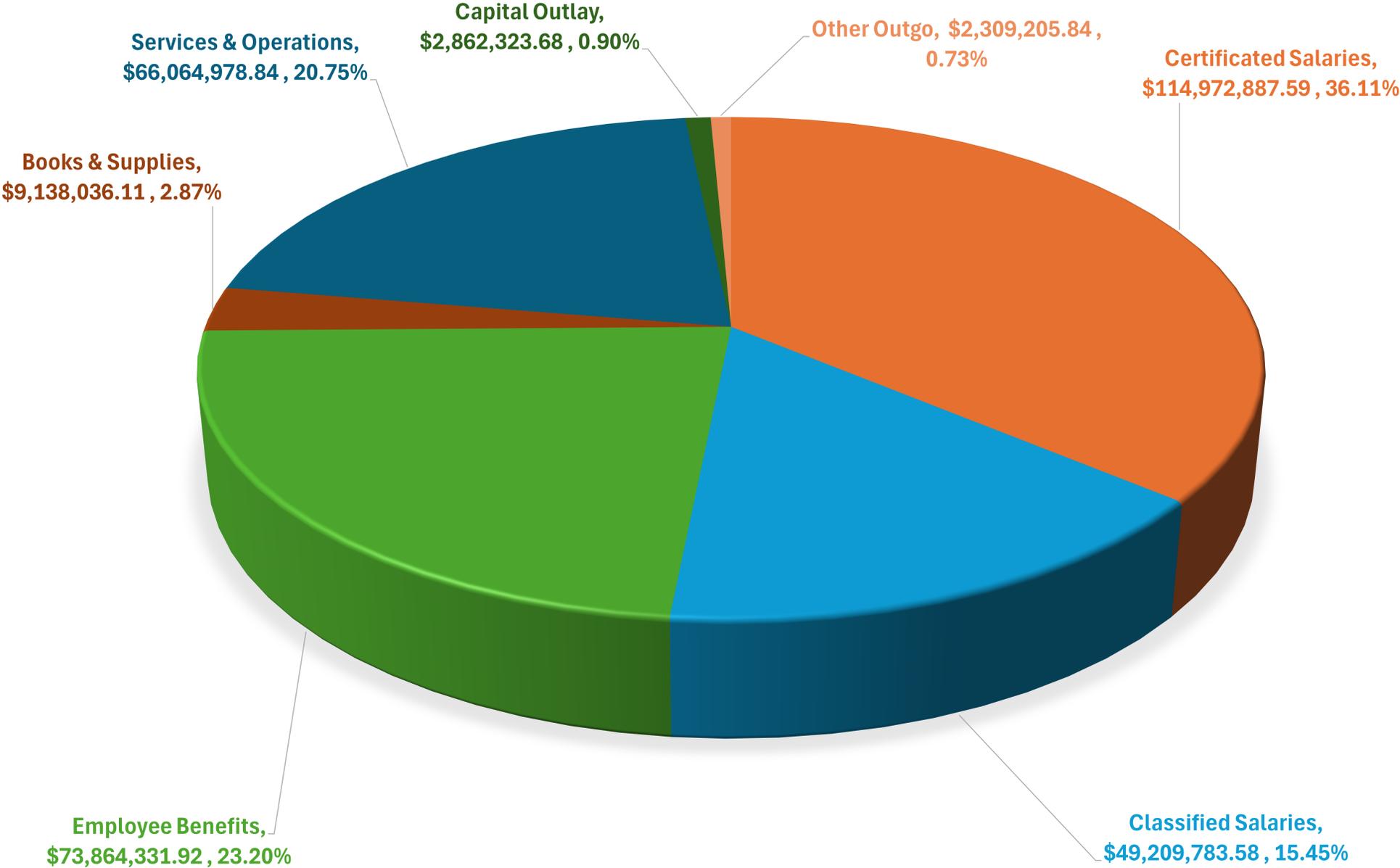
- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

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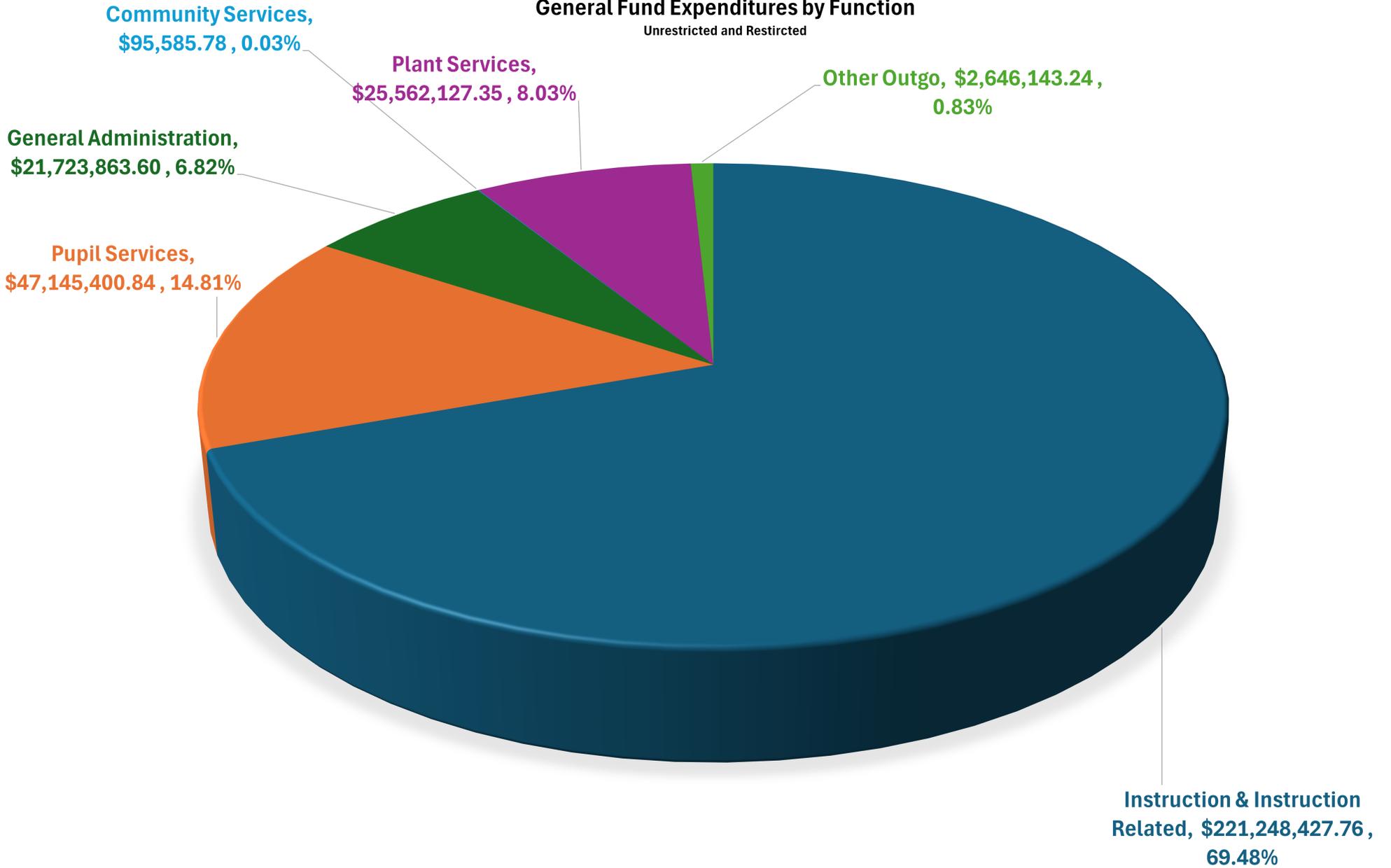
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**2024-25 Unaudited Actuals  
General Fund Expenditures by Type**

Unrestricted and Restricted



**2024-25 Unaudited Actuals**  
**General Fund Expenditures by Function**  
Unrestricted and Restircted



**Unaudited Actuals**  
**FINANCIAL REPORTS**  
**2024-25 Unaudited Actuals**  
**Summary of Unaudited Actual Data Submission**

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	60.02%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2026-27 apportionment may be reduced by the lesser of the following two percentages:	MOE Met
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$0.00
	Adjusted Appropriations Limit	\$98,146,281.83
	Appropriations Subject to Limit	\$98,146,281.83
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	9.63%
	Fixed-with-carry-forward indirect cost rate for use in 2026-27 subject to CDE approval.	

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2024-25 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
Clerk / Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 17, 2025 \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

2024-25 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Danni Brook  
Name  
Executive Director, SBAS  
Title  
805-383-1981  
Telephone  
dbrook@vcoe.org  
E-mail Address

For School District:

Patricia Núñez  
Name  
Director of Fiscal Services  
Title  
805-385-1501 x2455  
Telephone  
pnunez@oxnardsd.org  
E-mail Address

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2024-25 Unaudited Actuals	2025-26 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals		
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	

Description	2024-25 Unaudited Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,112.36	12,125.29	13,157.92	11,831.98	11,831.98	12,564.78
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	12,112.36	12,125.29	13,157.92	11,831.98	11,831.98	12,564.78
<b>5. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	30.36	30.86	30.86	30.36	30.36	30.36
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	30.36	30.86	30.86	30.36	30.36	30.36
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	12,142.72	12,156.15	13,188.78	11,862.34	11,862.34	12,595.14
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	194,811,141.35	0.00	194,811,141.35	193,481,588.00	0.00	193,481,588.00	-0.7%
2) Federal Revenue		8100-8299	0.00	12,026,345.31	12,026,345.31	0.00	12,157,687.00	12,157,687.00	1.1%
3) Other State Revenue		8300-8599	6,804,239.05	44,113,100.84	50,917,339.89	4,993,081.00	34,234,467.00	39,227,548.00	-23.0%
4) Other Local Revenue		8600-8799	11,733,733.95	16,721,994.27	28,455,728.22	8,195,000.00	15,307,381.00	23,502,381.00	-17.4%
5) TOTAL, REVENUES			213,349,114.35	72,861,440.42	286,210,554.77	206,669,669.00	61,699,535.00	268,369,204.00	-6.2%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	95,612,410.30	19,360,477.59	114,972,887.89	85,556,597.00	27,513,802.00	113,070,399.00	-1.7%
2) Classified Salaries		2000-2999	30,534,607.52	18,675,175.58	49,209,783.10	27,114,546.00	23,693,299.00	50,807,845.00	3.2%
3) Employee Benefits		3000-3999	49,737,928.22	24,126,403.92	73,864,332.14	46,431,255.00	21,828,242.00	68,259,497.00	-7.6%
4) Books and Supplies		4000-4999	4,991,973.78	4,146,063.11	9,138,036.89	8,438,504.00	5,929,472.00	14,367,976.00	57.2%
5) Services and Other Operating Expenditures		5000-5999	26,348,608.23	39,716,370.61	66,064,978.84	20,224,404.00	37,118,172.00	57,342,576.00	-13.2%
6) Capital Outlay		6000-6999	1,823,827.19	1,038,496.68	2,862,323.87	715,700.00	61,620.00	777,320.00	-72.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	560,511.24	2,085,632.00	2,646,143.24	634,635.00	2,094,661.00	2,729,296.00	3.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,211,045.96)	2,874,108.56	(336,937.40)	(2,449,441.00)	2,159,640.00	(289,801.00)	-14.0%
9) TOTAL, EXPENDITURES			206,398,820.52	112,022,728.05	318,421,548.57	186,666,200.00	120,398,908.00	307,065,108.00	-3.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			6,950,293.83	(39,161,287.63)	(32,210,993.80)	20,003,469.00	(58,699,373.00)	(38,695,904.00)	20.1%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,644,653.15)	(23,566,340.65)	(32,210,993.80)	(21,196,148.00)	(17,499,756.00)	(38,695,904.00)	20.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%
2) Ending Balance, June 30 (E + F1e)			76,997,944.31	37,738,479.97	114,736,424.28	55,801,796.31	20,238,723.97	76,040,520.28	-33.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	350,242.64	0.00	350,242.64	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	10,527.07	106.89	10,633.96	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	37,738,373.08	37,738,373.08	0.00	26,911,125.33	26,911,125.33	-28.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	76,617,174.60	0.00	76,617,174.60	55,801,796.31	(6,672,401.36)	49,129,394.95	-35.9%
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	85,058,586.21	32,286,227.62	117,344,813.83				
1) Fair Value Adjustment to Cash in County Treasury		9111	1,330,000.00	0.00	1,330,000.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	4,022,875.68	8,301,214.48	12,324,090.16				
4) Due from Grantor Government		9290	1,429,119.00	3,615,232.00	5,044,351.00				
5) Due from Other Funds		9310	340,888.40	0.00	340,888.40				
6) Stores		9320	350,242.64	0.00	350,242.64				
7) Prepaid Expenditures		9330	10,527.07	106.89	10,633.96				
8) Other Current Assets		9340	0.00	0.00	0.00				

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			92,562,239.00	44,202,780.99	136,765,019.99				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	3,518,133.78	5,133,962.28	8,652,096.06				
2) Due to Grantor Governments		9590	8,951,725.00	0.00	8,951,725.00				
3) Due to Other Funds		9610	3,094,435.91	250,975.30	3,345,411.21				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	1,079,363.44	1,079,363.44				
6) TOTAL, LIABILITIES			15,564,294.69	6,464,301.02	22,028,595.71				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30									
(must agree with line F2) (G10 + H2) - (I6 + J2)			76,997,944.31	37,738,479.97	114,736,424.28				
<b>LCFF SOURCES</b>									
Principal Apportionment									
State Aid - Current Year		8011	122,856,311.00	0.00	122,856,311.00	137,848,696.00	0.00	137,848,696.00	12.2%
Education Protection Account State Aid - Current Year		8012	45,013,734.00	0.00	45,013,734.00	24,951,595.00	0.00	24,951,595.00	-44.6%
State Aid - Prior Years		8019	45,880.00	0.00	45,880.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	161,082.58	0.00	161,082.58	153,705.00	0.00	153,705.00	-4.6%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	28,825,921.59	0.00	28,825,921.59	30,258,039.00	0.00	30,258,039.00	5.0%
Unsecured Roll Taxes		8042	505,778.01	0.00	505,778.01	505,778.00	0.00	505,778.00	0.0%
Prior Years' Taxes		8043	106,227.39	0.00	106,227.39	106,227.00	0.00	106,227.00	0.0%
Supplemental Taxes		8044	1,618,138.35	0.00	1,618,138.35	863,321.00	0.00	863,321.00	-46.6%
Education Revenue Augmentation Fund (ERAF)		8045	(164,717.36)	0.00	(164,717.36)	1,306,562.00	0.00	1,306,562.00	-893.2%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Community Redevelopment Funds (SB 617/699/1992)		8047	2,842,785.79	0.00	2,842,785.79	1,487,665.00	0.00	1,487,665.00	-47.7%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			201,811,141.35	0.00	201,811,141.35	197,481,588.00	0.00	197,481,588.00	-2.1%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(7,000,000.00)		(7,000,000.00)	(4,000,000.00)		(4,000,000.00)	-42.9%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			194,811,141.35	0.00	194,811,141.35	193,481,588.00	0.00	193,481,588.00	-0.7%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,083,101.04	3,083,101.04	0.00	3,083,101.00	3,083,101.00	0.0%
Special Education Discretionary Grants		8182	0.00	230,013.00	230,013.00	0.00	240,712.00	240,712.00	4.7%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		5,564,317.68	5,564,317.68		5,206,502.00	5,206,502.00	-6.4%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		606,022.69	606,022.69		581,983.00	581,983.00	-4.0%
Title III, Immigrant Student Program	4201	8290		37,786.19	37,786.19		65,501.00	65,501.00	73.3%
Title III, English Learner Program	4203	8290		854,282.68	854,282.68		1,116,561.00	1,116,561.00	30.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		1,095,847.51	1,095,847.51		792,716.00	792,716.00	-27.7%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	554,974.52	554,974.52	0.00	1,070,611.00	1,070,611.00	92.9%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	12,026,345.31	12,026,345.31	0.00	12,157,687.00	12,157,687.00	1.1%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	454,448.00	454,448.00	0.00	454,448.00	454,448.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	480,515.00	0.00	480,515.00	474,078.00	0.00	474,078.00	-1.3%
Lottery - Unrestricted and Instructional Materials		8560	2,609,699.61	1,233,607.33	3,843,306.94	2,319,003.00	995,593.00	3,314,596.00	-13.8%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590		24,040,462.00	24,040,462.00		24,624,645.00	24,624,645.00	2.4%
After School Education and Safety (ASES)	6010	8590		3,681,716.89	3,681,716.89		3,681,717.00	3,681,717.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590		2,353,428.00	2,353,428.00		2,277,303.00	2,277,303.00	-3.2%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,714,024.44	12,349,438.62	16,063,463.06	2,200,000.00	2,200,761.00	4,400,761.00	-72.6%
<b>TOTAL, OTHER STATE REVENUE</b>			6,804,239.05	44,113,100.84	50,917,339.89	4,993,081.00	34,234,467.00	39,227,548.00	-23.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	25,452.98	25,452.98	1,000.00	90,000.00	91,000.00	257.5%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	105,716.91	0.00	105,716.91	220,000.00	0.00	220,000.00	108.1%
Interest		8660	6,119,643.98	0.00	6,119,643.98	4,000,000.00	0.00	4,000,000.00	-34.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	845,542.00	0.00	845,542.00	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	49,298.69	49,298.69	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,662,831.06	5,109,973.60	9,772,804.66	3,974,000.00	3,678,547.00	7,652,547.00	-21.7%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		11,537,269.00	11,537,269.00		11,538,834.00	11,538,834.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,733,733.95	16,721,994.27	28,455,728.22	8,195,000.00	15,307,381.00	23,502,381.00	-17.4%
TOTAL, REVENUES			213,349,114.35	72,861,440.42	286,210,554.77	206,669,669.00	61,699,535.00	268,369,204.00	-6.2%
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	79,506,979.25	4,852,329.30	84,359,308.55	62,734,880.00	20,335,716.00	83,070,596.00	-1.5%
Certificated Pupil Support Salaries		1200	7,348,025.86	9,562,949.53	16,910,975.39	13,633,255.00	2,315,702.00	15,948,957.00	-5.7%
Certificated Supervisors' and Administrators' Salaries		1300	7,977,034.33	2,799,778.85	10,776,813.18	7,542,608.00	2,736,944.00	10,279,552.00	-4.6%
Other Certificated Salaries		1900	780,370.86	2,145,419.91	2,925,790.77	1,645,854.00	2,125,440.00	3,771,294.00	28.9%
TOTAL, CERTIFICATED SALARIES			95,612,410.30	19,360,477.59	114,972,887.89	85,556,597.00	27,513,802.00	113,070,399.00	-1.7%
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	5,017,206.40	8,565,962.94	13,583,169.34	1,743,107.00	12,061,867.00	13,804,974.00	1.6%
Classified Support Salaries		2200	5,783,919.12	5,964,048.05	11,747,967.17	5,752,375.00	6,292,529.00	12,044,904.00	2.5%
Classified Supervisors' and Administrators' Salaries		2300	2,194,974.91	653,607.08	2,848,581.99	2,178,360.00	739,995.00	2,918,355.00	2.4%
Clerical, Technical and Office Salaries		2400	11,427,149.71	2,328,767.67	13,755,917.38	11,286,210.00	3,217,392.00	14,503,602.00	5.4%
Other Classified Salaries		2900	6,111,357.38	1,162,789.84	7,274,147.22	6,154,494.00	1,381,516.00	7,536,010.00	3.6%
TOTAL, CLASSIFIED SALARIES			30,534,607.52	18,675,175.58	49,209,783.10	27,114,546.00	23,693,299.00	50,807,845.00	3.2%
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	16,912,531.66	13,263,714.58	30,176,246.24	15,418,296.00	4,891,847.00	20,310,143.00	-32.7%
PERS		3201-3202	8,616,006.15	4,834,773.87	13,450,780.02	8,109,306.00	6,880,076.00	14,989,382.00	11.4%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	3,882,925.29	1,731,931.10	5,614,856.39	3,432,858.00	2,278,510.00	5,711,368.00	1.7%
Unemployment Insurance		3401-3402	13,916,006.62	3,031,477.51	16,947,484.13	13,464,198.00	5,997,784.00	19,461,982.00	14.8%
Workers' Compensation		3501-3502	61,112.15	18,619.49	79,731.64	54,838.00	25,409.00	80,247.00	0.6%
OPEB, Allocated		3601-3602	2,172,549.19	655,630.35	2,828,179.54	1,940,812.00	881,023.00	2,821,835.00	-0.2%
OPEB, Active Employees		3701-3702	2,793,336.92	590,257.02	3,383,593.94	2,626,947.00	873,593.00	3,500,540.00	3.5%
Other Employee Benefits		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS		3901-3902	1,383,460.24	0.00	1,383,460.24	1,384,000.00	0.00	1,384,000.00	0.0%
TOTAL, EMPLOYEE BENEFITS			49,737,928.22	24,126,403.92	73,864,332.14	46,431,255.00	21,828,242.00	68,259,497.00	-7.6%
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	0.00	182,948.35	182,948.35	1,700,000.00	2,558,000.00	4,258,000.00	2,227.4%
Books and Other Reference Materials		4200	372,360.07	123,277.63	495,637.70	177,497.00	222,327.00	399,824.00	-19.3%
Materials and Supplies		4300	3,289,241.56	2,920,117.40	6,209,358.96	3,117,735.00	2,810,764.00	5,928,499.00	-4.5%
Noncapitalized Equipment		4400	1,330,372.15	919,719.73	2,250,091.88	3,443,272.00	338,381.00	3,781,653.00	68.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,991,973.78	4,146,063.11	9,138,036.89	8,438,504.00	5,929,472.00	14,367,976.00	57.2%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	10,826,080.45	24,941,429.52	35,767,509.97	5,000,000.00	27,475,326.00	32,475,326.00	-9.2%
Travel and Conferences		5200	772,978.15	440,282.52	1,213,260.67	851,818.00	537,316.00	1,389,134.00	14.5%
Dues and Memberships		5300	133,310.77	2,389.00	135,699.77	98,370.00	5,600.00	103,970.00	-23.4%
Insurance		5400 - 5450	3,984,917.00	0.00	3,984,917.00	3,458,501.00	0.00	3,458,501.00	-13.2%
Operations and Housekeeping Services		5500	3,132,981.48	1,498,458.22	4,631,439.70	2,885,000.00	1,238,000.00	4,123,000.00	-11.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	605,486.83	761,349.79	1,366,836.62	727,924.00	379,590.00	1,107,514.00	-19.0%
Transfers of Direct Costs		5710	(380,413.24)	380,413.24	0.00	(314,970.00)	314,970.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	17,770.56	200,495.65	218,266.21	1,811.00	217,100.00	218,911.00	0.3%
Professional/Consulting Services and Operating Expenditures		5800	6,479,196.32	11,344,202.65	17,823,398.97	6,779,000.00	6,921,270.00	13,700,270.00	-23.1%
Communications		5900	776,299.91	147,350.02	923,649.93	736,950.00	29,000.00	765,950.00	-17.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			26,348,608.23	39,716,370.61	66,064,978.84	20,224,404.00	37,118,172.00	57,342,576.00	-13.2%
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	249,299.52	249,299.52	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	388,070.24	388,070.24	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Equipment		6400	1,823,827.19	401,126.92	2,224,954.11	715,700.00	61,620.00	777,320.00	-65.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,823,827.19	1,038,496.68	2,862,323.87	715,700.00	61,620.00	777,320.00	-72.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	95,519.24	0.00	95,519.24	161,432.00	0.00	161,432.00	69.0%
Payments to County Offices		7142	464,992.00	2,085,632.00	2,550,624.00	473,203.00	2,094,661.00	2,567,864.00	0.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			560,511.24	2,085,632.00	2,646,143.24	634,635.00	2,094,661.00	2,729,296.00	3.1%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers of Indirect Costs		7310	(2,874,108.56)	2,874,108.56	0.00	(2,159,640.00)	2,159,640.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(336,937.40)	0.00	(336,937.40)	(289,801.00)	0.00	(289,801.00)	-14.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,211,045.96)	2,874,108.56	(336,937.40)	(2,449,441.00)	2,159,640.00	(289,801.00)	-14.0%
TOTAL, EXPENDITURES			206,398,820.52	112,022,728.05	318,421,548.57	186,666,200.00	120,398,908.00	307,065,108.00	-3.6%
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)</b>			(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Function

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	194,811,141.35	0.00	194,811,141.35	193,481,588.00	0.00	193,481,588.00	-0.7%
2) Federal Revenue		8100-8299	0.00	12,026,345.31	12,026,345.31	0.00	12,157,687.00	12,157,687.00	1.1%
3) Other State Revenue		8300-8599	6,804,239.05	44,113,100.84	50,917,339.89	4,993,081.00	34,234,467.00	39,227,548.00	-23.0%
4) Other Local Revenue		8600-8799	11,733,733.95	16,721,994.27	28,455,728.22	8,195,000.00	15,307,381.00	23,502,381.00	-17.4%
5) TOTAL, REVENUES			213,349,114.35	72,861,440.42	286,210,554.77	206,669,669.00	61,699,535.00	268,369,204.00	-6.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		128,914,631.91	57,876,015.96	186,790,647.87	103,370,771.00	76,592,756.00	179,963,527.00	-3.7%
2) Instruction - Related Services	2000-2999		21,163,294.12	13,294,485.77	34,457,779.89	21,954,047.00	13,251,777.00	35,205,824.00	2.2%
3) Pupil Services	3000-3999		26,849,446.65	20,295,954.19	47,145,400.84	31,612,877.00	12,289,152.00	43,902,029.00	-6.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	95,585.78	95,585.78	0.00	60,117.00	60,117.00	-37.1%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		17,941,158.46	3,782,705.14	21,723,863.60	18,677,258.00	2,816,860.00	21,494,118.00	-1.1%
8) Plant Services	8000-8999		10,969,778.14	14,592,349.21	25,562,127.35	10,416,612.00	13,293,585.00	23,710,197.00	-7.2%
9) Other Outgo	9000-9999	Except 7600-7699	560,511.24	2,085,632.00	2,646,143.24	634,635.00	2,094,661.00	2,729,296.00	3.1%
10) TOTAL, EXPENDITURES			206,398,820.52	112,022,728.05	318,421,548.57	186,666,200.00	120,398,908.00	307,065,108.00	-3.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			6,950,293.83	(39,161,287.63)	(32,210,993.80)	20,003,469.00	(58,699,373.00)	(38,695,904.00)	20.1%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(15,594,946.98)	15,594,946.98	0.00	(41,199,617.00)	41,199,617.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,644,653.15)	(23,566,340.65)	(32,210,993.80)	(21,196,148.00)	(17,499,756.00)	(38,695,904.00)	20.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%

Unaudited Actuals  
General Fund  
Unrestricted and Restricted  
Expenditures by Function

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			85,642,597.46	61,304,820.62	146,947,418.08	76,997,944.31	37,738,479.97	114,736,424.28	-21.9%
2) Ending Balance, June 30 (E + F1e)			76,997,944.31	37,738,479.97	114,736,424.28	55,801,796.31	20,238,723.97	76,040,520.28	-33.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	350,242.64	0.00	350,242.64	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	10,527.07	106.89	10,633.96	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	37,738,373.08	37,738,373.08	0.00	26,911,125.33	26,911,125.33	-28.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	76,617,174.60	0.00	76,617,174.60	55,801,796.31	(6,672,401.36)	49,129,394.95	-35.9%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	12,278,625.03	5,046,536.92
6211	Literacy Coaches and Reading Specialists Grant Program	2,975,986.12	1,702,598.12
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Program)	117,292.15	166,822.15
6546	Mental Health-Related Services	1,228,313.23	1,055,522.23
6547	Special Education Early Intervention Preschool Grant	2,060,262.38	950,834.38
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	2,471,342.79	313,045.79
7085	Learning Communities for School Success Program	21,304.59	0.00
7435	Learning Recovery Emergency Block Grant	38,893.05	0.00
7810	Other Restricted State	81,922.00	81,922.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	8,304,294.29	10,184,092.29
9010	Other Restricted Local	8,160,137.45	7,409,751.45
Total, Restricted Balance		37,738,373.08	26,911,125.33

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	130,501.01	0.00	-100.0%
5) TOTAL, REVENUES			130,501.01	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	100,275.96	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	30,269.67	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			130,545.63	0.00	-200.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(44.62)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(44.62)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	188,810.81	188,766.19	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			188,810.81	188,766.19	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			188,810.81	188,766.19	0.0%
2) Ending Balance, June 30 (E + F1e)			188,766.19	188,766.19	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	188,766.19	188,766.19	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	188,766.19		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			188,766.19		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(must agree with line F2) (G10 + H2) - (I6 + J2)			188,766.19		
<b>REVENUES</b>					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	130,501.01	0.00	-100.0%
TOTAL, REVENUES			130,501.01	0.00	-100.0%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Materials and Supplies		4300	100,275.96	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			100,275.96	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30,269.67	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			30,269.67	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			130,545.63	0.00	-200.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	130,501.01	0.00	-100.0%
5) TOTAL, REVENUES			130,501.01	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		130,545.63	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			130,545.63	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(44.62)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(44.62)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	188,810.81	188,766.19	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			188,810.81	188,766.19	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			188,810.81	188,766.19	0.0%
2) Ending Balance, June 30 (E + F1e)			188,766.19	188,766.19	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	188,766.19	188,766.19	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
8210	Student Activity Funds	188,766.19	188,766.19
Total, Restricted Balance		188,766.19	188,766.19

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,564.00	0.00	-100.0%
5) TOTAL, REVENUES			11,564.00	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			11,564.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			11,564.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	356,195.82	367,759.82	3.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			356,195.82	367,759.82	3.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			356,195.82	367,759.82	3.2%
2) Ending Balance, June 30 (E + F1e)			367,759.82	367,759.82	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	367,759.82	367,759.82	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,416,399.91		
1) Fair Value Adjustment to Cash in County Treasury		9111	16,054.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	30,977.22		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,463,431.13		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	1,095,671.31		
6) TOTAL, LIABILITIES			1,095,671.31		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(must agree with line F2) (G10 + H2) - (I6 + J2)			367,759.82		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.0%
State Preschool	6105	8590	0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	11,564.00	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,564.00	0.00	-100.0%
TOTAL, REVENUES			11,564.00	0.00	-100.0%
<b>CERTIFICATED SALARIES</b>					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,564.00	0.00	-100.0%
5) TOTAL, REVENUES			11,564.00	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			11,564.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			11,564.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	356,195.82	367,759.82	3.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			356,195.82	367,759.82	3.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			356,195.82	367,759.82	3.2%
2) Ending Balance, June 30 (E + F1e)			367,759.82	367,759.82	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	367,759.82	367,759.82	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
5059	Early Education: ARP California State Preschool Program One-time Stipend	96,302.00	96,302.00
6130	Early Education: Center-Based Reserve Account	16,053.19	16,053.19
7810	Other Restricted State	24,000.00	24,000.00
9010	Other Restricted Local	231,404.63	231,404.63
Total, Restricted Balance		367,759.82	367,759.82

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,280,640.39	9,713,014.00	-13.9%
3) Other State Revenue		8300-8599	3,395,404.35	2,579,249.00	-24.0%
4) Other Local Revenue		8600-8799	830,980.50	45,931.00	-94.5%
5) TOTAL, REVENUES			15,507,025.24	12,338,194.00	-20.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,594,243.30	5,072,075.00	10.4%
3) Employee Benefits		3000-3999	1,924,997.07	2,264,059.00	17.6%
4) Books and Supplies		4000-4999	6,052,171.27	6,762,990.00	11.7%
5) Services and Other Operating Expenditures		5000-5999	(111,461.10)	(69,611.00)	-37.5%
6) Capital Outlay		6000-6999	1,161,761.16	1,000,000.00	-13.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	336,937.40	289,801.00	-14.0%
9) TOTAL, EXPENDITURES			13,958,649.10	15,319,314.00	9.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,548,376.14	(2,981,120.00)	-292.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,548,376.14	(2,981,120.00)	-292.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,499,607.24	16,047,983.38	10.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,499,607.24	16,047,983.38	10.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,499,607.24	16,047,983.38	10.7%
2) Ending Balance, June 30 (E + F1e)			16,047,983.38	13,066,863.38	-18.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	80,831.18	0.00	-100.0%
Prepaid Items		9713	99,235.82	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,867,710.44	13,066,863.44	-17.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.06)	(0.06)	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	12,745,704.37		
1) Fair Value Adjustment to Cash in County Treasury		9111	144,461.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	206.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,891,122.51		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,675.78		
6) Stores		9320	80,831.18		
7) Prepaid Expenditures		9330	99,235.82		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			16,963,236.66		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	557,604.21		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	336,937.40		
4) Current Loans		9640			
5) Unearned Revenue		9650	20,711.67		
6) TOTAL, LIABILITIES			915,253.28		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(must agree with line F2) (G10 + H2) - (I6 + J2)			16,047,983.38		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	10,509,169.60	9,713,014.00	-7.6%
Donated Food Commodities		8221	763,190.79	0.00	-100.0%
All Other Federal Revenue		8290	8,280.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			11,280,640.39	9,713,014.00	-13.9%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	3,395,404.35	2,579,249.00	-24.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,395,404.35	2,579,249.00	-24.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	156,724.16	24,299.00	-84.5%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	566,220.82	20,000.00	-96.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	106,088.00	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,947.52	1,632.00	-16.2%
TOTAL, OTHER LOCAL REVENUE			830,980.50	45,931.00	-94.5%
TOTAL, REVENUES			15,507,025.24	12,338,194.00	-20.4%
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	4,176,435.34	4,645,314.00	11.2%
Classified Supervisors' and Administrators' Salaries		2300	249,392.38	258,816.00	3.8%
Clerical, Technical and Office Salaries		2400	168,415.58	167,945.00	-0.3%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			4,594,243.30	5,072,075.00	10.4%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	1.98	0.00	-100.0%
PERS		3201-3202	1,120,449.33	1,347,651.00	20.3%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	345,044.70	383,564.00	11.2%
Unemployment Insurance		3401-3402	319,765.21	384,855.00	20.4%
Workers' Compensation		3501-3502	2,259.56	2,506.00	10.9%
OPEB, Allocated		3601-3602	79,315.26	87,323.00	10.1%
OPEB, Active Employees		3701-3702	58,161.03	58,160.00	0.0%
Other Employee Benefits		3751-3752	0.00	0.00	0.0%
		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,924,997.07	2,264,059.00	17.6%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	4,558.79	5,000.00	9.7%
Materials and Supplies		4300	285,116.59	461,490.00	61.9%
Noncapitalized Equipment		4400	59,449.67	116,500.00	96.0%
Food		4700	5,703,046.22	6,180,000.00	8.4%
TOTAL, BOOKS AND SUPPLIES			6,052,171.27	6,762,990.00	11.7%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	14,047.82	13,500.00	-3.9%
Dues and Memberships		5300	416.00	1,250.00	200.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	61,621.74	60,450.00	-1.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,882.34	30,000.00	940.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(222,217.21)	(218,911.00)	-1.5%
Professional/Consulting Services and Operating Expenditures		5800	31,060.11	41,200.00	32.6%
Communications		5900	728.10	2,900.00	298.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			(111,461.10)	(69,611.00)	-37.5%
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	1,161,761.16	1,000,000.00	-13.9%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,161,761.16	1,000,000.00	-13.9%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	336,937.40	289,801.00	-14.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			336,937.40	289,801.00	-14.0%
TOTAL, EXPENDITURES			13,958,649.10	15,319,314.00	9.7%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,280,640.39	9,713,014.00	-13.9%
3) Other State Revenue		8300-8599	3,395,404.35	2,579,249.00	-24.0%
4) Other Local Revenue		8600-8799	830,980.50	45,931.00	-94.5%
5) TOTAL, REVENUES			15,507,025.24	12,338,194.00	-20.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		13,560,089.96	14,969,063.00	10.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		336,937.40	289,801.00	-14.0%
8) Plant Services	8000-8999		61,621.74	60,450.00	-1.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			13,958,649.10	15,319,314.00	9.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,548,376.14	(2,981,120.00)	-292.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,548,376.14	(2,981,120.00)	-292.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,499,607.24	16,047,983.38	10.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,499,607.24	16,047,983.38	10.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,499,607.24	16,047,983.38	10.7%
2) Ending Balance, June 30 (E + F1e)			16,047,983.38	13,066,863.38	-18.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	80,831.18	0.00	-100.0%
Prepaid Items		9713	99,235.82	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,867,710.44	13,066,863.44	-17.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.06)	(0.06)	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	7,890,335.93	6,454,949.11
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	3,027,173.74	2,939,713.74
5330	Child Nutrition: Summer Food Service Program Operations	4,107,314.61	2,829,314.43
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	842,886.16	842,886.16
Total, Restricted Balance		15,867,710.44	13,066,863.44

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	7,000,000.00	4,000,000.00	-42.9%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	238,720.85	50,000.00	-79.1%
5) TOTAL, REVENUES			7,238,720.85	4,050,000.00	-44.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	59,250.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,475,913.25	247,000.00	-83.3%
6) Capital Outlay		6000-6999	6,438,107.94	3,872,700.00	-39.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,973,271.19	4,119,700.00	-48.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(734,550.34)	(69,700.00)	-90.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(734,550.34)	(69,700.00)	-90.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,616,114.87	5,325,399.76	-19.5%
b) Audit Adjustments		9793	(556,164.77)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			6,059,950.10	5,325,399.76	-12.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,059,950.10	5,325,399.76	-12.1%
2) Ending Balance, June 30 (E + F1e)			5,325,399.76	5,255,699.76	-1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,325,399.76	5,255,699.76	-1.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	5,107,082.10		
1) Fair Value Adjustment to Cash in County Treasury		9111	57,884.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	140,803.18		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	249,299.52		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			5,555,068.80		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	229,669.04		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			229,669.04		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(must agree with line F2) (G10 + H2) - (I6 + J2)			5,325,399.76		
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	7,000,000.00	4,000,000.00	-42.9%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			7,000,000.00	4,000,000.00	-42.9%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	203,184.85	50,000.00	-75.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	35,536.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			238,720.85	50,000.00	-79.1%
TOTAL, REVENUES			7,238,720.85	4,050,000.00	-44.1%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERs		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	59,250.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			59,250.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,028.27	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,471,884.98	247,000.00	-83.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,475,913.25	247,000.00	-83.3%
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	3,484,258.81	1,259,500.00	-63.9%
Buildings and Improvements of Buildings		6200	2,953,849.13	2,613,200.00	-11.5%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,438,107.94	3,872,700.00	-39.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,973,271.19	4,119,700.00	-48.3%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	7,000,000.00	4,000,000.00	-42.9%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	238,720.85	50,000.00	-79.1%
5) TOTAL, REVENUES			7,238,720.85	4,050,000.00	-44.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		7,973,271.19	4,119,700.00	-48.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			7,973,271.19	4,119,700.00	-48.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(734,550.34)	(69,700.00)	-90.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(734,550.34)	(69,700.00)	-90.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,616,114.87	5,325,399.76	-19.5%
b) Audit Adjustments		9793	(556,164.77)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			6,059,950.10	5,325,399.76	-12.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,059,950.10	5,325,399.76	-12.1%
2) Ending Balance, June 30 (E + F1e)			5,325,399.76	5,255,699.76	-1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,325,399.76	5,255,699.76	-1.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	5,325,399.76	5,255,699.76
Total, Restricted Balance		5,325,399.76	5,255,699.76

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,546,583.87	1,500,000.00	-57.7%
5) TOTAL, REVENUES			3,546,583.87	1,500,000.00	-57.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	236,299.72	1,877,200.00	694.4%
5) Services and Other Operating Expenditures		5000-5999	23,855.73	32,000.00	34.1%
6) Capital Outlay		6000-6999	11,107,257.50	20,889,002.00	88.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,367,412.95	22,798,202.00	100.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(7,820,829.08)	(21,298,202.00)	172.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(7,820,829.08)	(21,298,202.00)	172.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	70,329,885.75	62,509,056.67	-11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			70,329,885.75	62,509,056.67	-11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			70,329,885.75	62,509,056.67	-11.1%
2) Ending Balance, June 30 (E + F1e)			62,509,056.67	41,210,854.67	-34.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,710,044.24	32,911,842.24	-40.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	6,799,012.43	8,299,012.43	22.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	63,049,622.47		
1) Fair Value Adjustment to Cash in County Treasury		9111	714,612.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,464,806.41		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			65,229,040.88		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2,719,984.21		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,719,984.21		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			62,509,056.67		
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	3,063,594.87	1,500,000.00	-51.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	482,989.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,546,583.87	1,500,000.00	-57.7%
TOTAL, REVENUES			3,546,583.87	1,500,000.00	-57.7%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	53,449.00	697,200.00	1,204.4%
Noncapitalized Equipment		4400	182,850.72	1,180,000.00	545.3%
TOTAL, BOOKS AND SUPPLIES			236,299.72	1,877,200.00	694.4%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,050.00	2,000.00	-34.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	20,805.73	30,000.00	44.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			23,855.73	32,000.00	34.1%
<b>CAPITAL OUTLAY</b>					
Land		6100	129,598.77	265,000.00	104.5%
Land Improvements		6170	1,601.00	31,500.00	1,867.5%
Buildings and Improvements of Buildings		6200	10,887,910.86	19,242,502.00	76.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	88,146.87	1,350,000.00	1,431.5%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			11,107,257.50	20,889,002.00	88.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			11,367,412.95	22,798,202.00	100.6%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>Proceeds</b>					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
<b>Other Sources</b>					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,546,583.87	1,500,000.00	-57.7%
5) TOTAL, REVENUES			3,546,583.87	1,500,000.00	-57.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		11,367,412.95	22,798,202.00	100.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			11,367,412.95	22,798,202.00	100.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			(7,820,829.08)	(21,298,202.00)	172.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(7,820,829.08)	(21,298,202.00)	172.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	70,329,885.75	62,509,056.67	-11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			70,329,885.75	62,509,056.67	-11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			70,329,885.75	62,509,056.67	-11.1%
2) Ending Balance, June 30 (E + F1e)			62,509,056.67	41,210,854.67	-34.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,710,044.24	32,911,842.24	-40.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	6,799,012.43	8,299,012.43	22.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	55,710,044.24	32,911,842.24
Total, Restricted Balance		55,710,044.24	32,911,842.24

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,499,189.74	0.00	-100.0%
5) TOTAL, REVENUES			1,499,189.74	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	243,903.24	0.00	-100.0%
6) Capital Outlay		6000-6999	15,500.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	969,306.06	610,000.00	-37.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,228,709.30	610,000.00	-50.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			270,480.44	(610,000.00)	-325.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			270,480.44	(610,000.00)	-325.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,297,543.84	9,568,024.28	2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,297,543.84	9,568,024.28	2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,297,543.84	9,568,024.28	2.9%
2) Ending Balance, June 30 (E + F1e)			9,568,024.28	8,958,024.28	-6.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,568,024.28	8,958,024.28	-6.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	9,653,741.15		
1) Fair Value Adjustment to Cash in County Treasury		9111	109,417.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	765.02		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	205,416.51		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			9,969,339.68		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	397,364.40		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	3,951.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			401,315.40		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			9,568,024.28		
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions			8575	0.00	0.00
Other Subventions/In-Lieu Taxes			8576	0.00	0.00
All Other State Revenue			8590	0.00	0.00
TOTAL, OTHER STATE REVENUE				0.00	0.00
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll			8615	0.00	0.00
Unsecured Roll			8616	0.00	0.00
Prior Years' Taxes			8617	0.00	0.00
Supplemental Taxes			8618	0.00	0.00
Non-Ad Valorem Taxes					
Parcel Taxes			8621	0.00	0.00
Other			8622	0.00	0.00
Community Redevelopment Funds Not Subject to LCFF Deduction			8625	882,823.10	0.00
Penalties and Interest from Delinquent Non-LCFF Taxes			8629	0.00	0.00
Sales					
Sale of Equipment/Supplies			8631	0.00	0.00
Interest			8660	404,038.34	0.00
Net Increase (Decrease) in the Fair Value of Investments			8662	80,628.00	0.00
Fees and Contracts					
Mitigation/Developer Fees			8681	131,700.30	0.00
Other Local Revenue					
All Other Local Revenue			8699	0.00	0.00
All Other Transfers In from All Others			8799	0.00	0.00
TOTAL, OTHER LOCAL REVENUE				1,499,189.74	0.00
TOTAL, REVENUES				1,499,189.74	0.00
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries			1900	0.00	0.00
TOTAL, CERTIFICATED SALARIES				0.00	0.00
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries			2200	0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	215,952.24	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	3,951.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	24,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			243,903.24	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	15,500.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			15,500.00	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	559,306.06	400,000.00	-28.5%
Other Debt Service - Principal		7439	410,000.00	210,000.00	-48.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			969,306.06	610,000.00	-37.1%
TOTAL, EXPENDITURES			1,228,709.30	610,000.00	-50.4%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>Proceeds</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
<b>Other Sources</b>					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,499,189.74	0.00	-100.0%
5) TOTAL, REVENUES			1,499,189.74	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		3,951.00	0.00	-100.0%
8) Plant Services	8000-8999		255,452.24	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	969,306.06	610,000.00	-37.1%
10) TOTAL, EXPENDITURES			1,228,709.30	610,000.00	-50.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			270,480.44	(610,000.00)	-325.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			270,480.44	(610,000.00)	-325.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,297,543.84	9,568,024.28	2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,297,543.84	9,568,024.28	2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,297,543.84	9,568,024.28	2.9%
2) Ending Balance, June 30 (E + F1e)			9,568,024.28	8,958,024.28	-6.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,568,024.28	8,958,024.28	-6.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	9,568,024.28	8,958,024.28
Total, Restricted Balance		9,568,024.28	8,958,024.28

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,960,318.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	685,719.31	213,737.00	-68.8%
5) TOTAL, REVENUES			6,646,037.31	213,737.00	-96.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	349,813.97	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	147,563.84	225,000.00	52.5%
6) Capital Outlay		6000-6999	6,106,452.96	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,603,830.77	225,000.00	-96.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			42,206.54	(11,263.00)	-126.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			42,206.54	(11,263.00)	-126.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,392,948.99	12,435,155.53	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,392,948.99	12,435,155.53	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,392,948.99	12,435,155.53	0.3%
2) Ending Balance, June 30 (E + F1e)			12,435,155.53	12,423,892.53	-0.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,435,155.53	12,423,892.53	-0.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	14,352,678.01		
1) Fair Value Adjustment to Cash in County Treasury		9111	162,675.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	289,891.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			14,805,244.01		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2,370,088.48		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,370,088.48		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			12,435,155.53		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	5,960,318.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			5,960,318.00	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	569,738.31	213,737.00	-62.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	115,981.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			685,719.31	213,737.00	-68.8%
TOTAL, REVENUES			6,646,037.31	213,737.00	-96.8%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	116,176.56	0.00	-100.0%
Noncapitalized Equipment		4400	233,637.41	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			349,813.97	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	147,563.84	225,000.00	52.5%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			147,563.84	225,000.00	52.5%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	25,483.18	0.00	-100.0%
Buildings and Improvements of Buildings		6200	6,029,184.17	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	51,785.61	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,106,452.96	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			6,603,830.77	225,000.00	-96.6%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,960,318.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	685,719.31	213,737.00	-68.8%
5) TOTAL, REVENUES			6,646,037.31	213,737.00	-96.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		6,603,830.77	225,000.00	-96.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			6,603,830.77	225,000.00	-96.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			42,206.54	(11,263.00)	-126.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			42,206.54	(11,263.00)	-126.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,392,948.99	12,435,155.53	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,392,948.99	12,435,155.53	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,392,948.99	12,435,155.53	0.3%
2) Ending Balance, June 30 (E + F1e)			12,435,155.53	12,423,892.53	-0.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,435,155.53	12,423,892.53	-0.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
7700	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program	1,185,864.76	1,185,864.76
7710	State School Facilities Projects	11,249,290.77	11,238,027.77
Total, Restricted Balance		12,435,155.53	12,423,892.53

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	107,957.09	115,379.00	6.9%
4) Other Local Revenue		8600-8799	21,981,685.16	20,961,562.00	-4.6%
5) TOTAL, REVENUES			22,089,642.25	21,076,941.00	-4.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	20,186,066.59	22,035,113.00	9.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			20,186,066.59	22,035,113.00	9.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,903,575.66	(958,172.00)	-150.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,903,575.66	(958,172.00)	-150.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,957,503.96	21,861,079.62	9.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,957,503.96	21,861,079.62	9.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,957,503.96	21,861,079.62	9.5%
2) Ending Balance, June 30 (E + F1e)			21,861,079.62	20,902,907.62	-4.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	21,701,139.90	20,742,967.90	-4.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	159,939.72	159,939.72	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	21,264,762.38		
1) Fair Value Adjustment to Cash in County Treasury		9111	241,017.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	355,300.24		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			21,861,079.62		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			21,861,079.62		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	107,957.09	115,379.00	6.9%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			107,957.09	115,379.00	6.9%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	19,963,745.87	19,803,085.00	-0.8%
Unsecured Roll		8612	932,543.52	1,011,410.00	8.5%
Prior Years' Taxes		8613	67,148.62	0.00	-100.0%
Supplemental Taxes		8614	298,307.25	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	543,491.90	147,067.00	-72.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	176,448.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			21,981,685.16	20,961,562.00	-4.6%
TOTAL, REVENUES			22,089,642.25	21,076,941.00	-4.6%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	8,371,023.90	10,507,910.00	25.5%
Bond Interest and Other Service Charges		7434	11,815,042.69	11,527,203.00	-2.4%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			20,186,066.59	22,035,113.00	9.2%
TOTAL, EXPENDITURES			20,186,066.59	22,035,113.00	9.2%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	107,957.09	115,379.00	6.9%
4) Other Local Revenue		8600-8799	21,981,685.16	20,961,562.00	-4.6%
5) TOTAL, REVENUES			22,089,642.25	21,076,941.00	-4.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	20,186,066.59	22,035,113.00	9.2%
10) TOTAL, EXPENDITURES			20,186,066.59	22,035,113.00	9.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)</b>			1,903,575.66	(958,172.00)	-150.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,903,575.66	(958,172.00)	-150.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,957,503.96	21,861,079.62	9.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,957,503.96	21,861,079.62	9.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,957,503.96	21,861,079.62	9.5%
2) Ending Balance, June 30 (E + F1e)			21,861,079.62	20,902,907.62	-4.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	21,701,139.90	20,742,967.90	-4.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	159,939.72	159,939.72	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	21,701,139.90	20,742,967.90
Total, Restricted Balance		21,701,139.90	20,742,967.90

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,604,325.29	200,000.00	-94.5%
5) TOTAL, REVENUES			3,604,325.29	200,000.00	-94.5%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,796,802.29	3,663,324.00	-3.5%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,796,802.29	3,663,324.00	-3.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(192,477.00)	(3,463,324.00)	1,699.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(192,477.00)	(3,463,324.00)	1,699.3%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,267,705.70	12,075,228.70	-1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,267,705.70	12,075,228.70	-1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,267,705.70	12,075,228.70	-1.6%
2) Ending Net Position, June 30 (E + F1e)			12,075,228.70	8,611,904.70	-28.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	12,075,228.70	8,611,904.70	-28.7%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	8,668,967.52		
1) Fair Value Adjustment to Cash in County Treasury		9111	98,255.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	213,570.27		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	3,094,435.91		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets		9400			
11) TOTAL, ASSETS			12,075,228.70		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (must agree with line F2) (G11 + H2) - (I7 + J2)			12,075,228.70		
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	439,235.38	200,000.00	-54.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	70,654.00	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	3,094,435.91	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,604,325.29	200,000.00	-94.5%
TOTAL, REVENUES			3,604,325.29	200,000.00	-94.5%
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services					
Professional/Consulting Services and Operating Expenditures		5100	0.00	0.00	0.0%
Operating Expenditures		5800	3,796,802.29	3,663,324.00	-3.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,796,802.29	3,663,324.00	-3.5%
TOTAL, EXPENSES			3,796,802.29	3,663,324.00	-3.5%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs					
(d) TOTAL, USES		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues					
Contributions from Restricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,604,325.29	200,000.00	-94.5%
5) TOTAL, REVENUES			3,604,325.29	200,000.00	-94.5%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,796,802.29	3,663,324.00	-3.5%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,796,802.29	3,663,324.00	-3.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(192,477.00)	(3,463,324.00)	1,699.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(192,477.00)	(3,463,324.00)	1,699.3%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,267,705.70	12,075,228.70	-1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,267,705.70	12,075,228.70	-1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,267,705.70	12,075,228.70	-1.6%
2) Ending Net Position, June 30 (E + F1e)			12,075,228.70	8,611,904.70	-28.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	12,075,228.70	8,611,904.70	-28.7%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	12,075,228.70	8,611,904.70
Total, Restricted Net Position		12,075,228.70	8,611,904.70

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land	39,089,804.00		39,089,804.00			39,089,804.00
Work in Progress	98,408,002.21	(751,617.27)	97,656,384.94	15,993,129.22	9,630,423.00	104,019,091.16
Total capital assets not being depreciated	137,497,806.21	(751,617.27)	136,746,188.94	15,993,129.22	9,630,423.00	143,108,895.16
Capital assets being depreciated:						
Land Improvements	34,730,329.00		34,730,329.00	4,685,734.49		39,416,063.49
Buildings	369,407,263.86	(6,196,702.86)	363,210,561.00	18,205,648.00		381,416,209.00
Equipment	16,628,459.55	(656,324.55)	15,972,135.00	2,364,575.00		18,336,710.00
Total capital assets being depreciated	420,766,052.41	(6,853,027.41)	413,913,025.00	25,255,957.49	0.00	439,168,982.49
Accumulated Depreciation for:						
Land Improvements	(16,553,755.18)	(139,448.82)	(16,693,204.00)	(820,343.00)		(17,513,547.00)
Buildings	(79,545,626.61)		(79,545,626.61)	(3,933,186.00)		(83,478,812.61)
Equipment	(9,046,048.14)		(9,046,048.14)	(894,763.00)		(9,940,811.14)
Total accumulated depreciation	(105,145,429.93)	(139,448.82)	(105,284,878.75)	(5,648,292.00)	0.00	(110,933,170.75)
Total capital assets being depreciated, net excluding lease and subscription assets	315,620,622.48	(6,992,476.23)	308,628,146.25	19,607,665.49	0.00	328,235,811.74
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets		1,757,364.00	1,757,364.00			1,757,364.00
Accumulated amortization for subscription assets		(492,357.00)	(492,357.00)			(492,357.00)
Total subscription assets, net	0.00	1,265,007.00	1,265,007.00	0.00	0.00	1,265,007.00
Governmental activity capital assets, net	453,118,428.69	(6,479,086.50)	446,639,342.19	35,600,794.71	9,630,423.00	472,609,713.90
<b>Business-Type Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

**Unaudited Actuals**  
**2024-25 Unaudited Actuals**  
**GENERAL FUND**  
**Current Expense Formula/Minimum Classroom Compensation**

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	114,972,887.89	301	4,075.00	303	114,968,812.89	305	2,078,871.85	16,293,598.54	307	98,675,214.35	309
2000 - Classified Salaries	49,209,783.10	311	83,297.46	313	49,126,485.64	315	1,760,000.33	9,134,342.04	317	39,992,143.60	319
3000 - Employee Benefits	73,864,332.14	321	3,494,037.10	323	70,370,295.04	325	1,342,651.65	9,277,795.23	327	61,092,499.81	329
4000 - Books, Supplies Equip Replace. (6500)	9,138,036.89	331	783.87	333	9,137,253.02	335	614,027.88	1,818,924.95	337	7,318,328.07	339
5000 - Services . . . & 7300 - Indirect Costs	65,728,041.44	341	34,934.70	343	65,693,106.74	345	11,978,424.05	40,180,137.73	347	25,512,969.01	349
<b>TOTAL</b>					<b>309,295,953.33</b>	<b>365</b>			<b>TOTAL</b>	<b>232,591,154.84</b>	<b>369</b>

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011. . . . .	1100	84,328,671.05	375
2. Salaries of Instructional Aides Per EC 41011. . . . .	2100	13,583,169.34	380
3. STRS. . . . .	3101 & 3102	22,061,408.26	382
4. PERS. . . . .	3201 & 3202	5,197,420.61	383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	2,770,550.76	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	10,391,251.29	385
7. Unemployment Insurance. . . . .	3501 & 3502	49,500.29	390
8. Workers' Compensation Insurance. . . . .	3601 & 3602	1,753,703.94	392
9. OPEB, Active Employees (EC 41372). . . . .	3751 & 3752	0.00	
10. Other Benefits (EC 22310). . . . .	3901 & 3902	1,152,131.36	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). . . . .		141,287,806.90	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .		242,169.45	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .		1,696,626.79	396
14. TOTAL SALARIES AND BENEFITS. . . . .		139,591,180.11	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .		60.02%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .			

<b>PART III: DEFICIENCY AMOUNT</b>	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high) .....	60.00%
2. Percentage spent by this district (Part II, Line 15) .....	60.02%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) .....	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369) .....	232,591,154.84
5. Deficiency Amount (Part III, Line 3 times Line 4) .....	0.00
<b>PART IV: Explanation for adjustments entered in Part I, Column 4b (required)</b>	
Excluding federal and state categorical programs that did not include any teacher or paraeducator costs	

**Unaudited Actuals**  
**2024-25 Unaudited Actuals**  
**Schedule of Long-Term Liabilities**

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
<b>Governmental Activities:</b>							
General Obligation Bonds Payable	353,151,683.00	296,368.00	353,448,051.00		7,852,051.00	345,596,000.00	22,035,113.88
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	7,569,772.00	2,728.00	7,572,500.00		142,500.00	7,430,000.00	576,250.00
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	6,917,301.20	(241,422.20)	6,675,879.00			6,675,879.00	1,383,460.24
Net Pension Liability	180,736,336.00	31,493,483.00	212,229,819.00		21,949,152.00	190,280,667.00	
Total/Net OPEB Liability	80,265,504.00	2,083,922.00	82,349,426.00			82,349,426.00	
Compensated Absences Payable	1,365,351.40	3,214.60	1,368,566.00	7,597,563.00	(1,229.99)	8,967,358.99	
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	630,005,947.60	33,638,293.40	663,644,241.00	7,597,563.00	29,942,473.01	641,299,330.99	23,994,824.12
<b>Business-Type Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	Funds 01, 09, and 62			2024-25 Expenditures
	Goals	Functions	Objects	
<b>Section I - Expenditures</b>				
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	318,421,548.57
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	12,026,345.31
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	59,977.72
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6700, 6910, 6920	2,862,323.87
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	11,544.35
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				2,933,845.94
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				303,461,357.32
<b>Section II - Expenditures Per ADA</b>				<b>2024-25 Annual ADA/Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)				12,156.15
B. Expenditures per ADA (Line I.E divided by Line II.A)				24,963.61
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		<b>Total</b>	<b>Per ADA</b>	
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)		286,836,944.35	22,715.58	
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)		0.00	0.00	
2. Total adjusted base expenditure amounts (Line A plus Line A.1)		286,836,944.35	22,715.58	
B. Required effort (Line A.2 times 90%)		258,153,249.92	20,444.02	
C. Current year expenditures (Line I.E and Line II.B)		303,461,357.32	24,963.61	
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)		0.00	0.00	
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)		MOE Met		

F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2026-27 may be reduced by the lower of the two percentages)	0.00%	0.00%
<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
Total adjustments to base expenditures	0.00	0.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b>	<b>2023-24 Actual</b>			<b>2024-25 Actual</b>		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	98,326,074.99		98,326,074.99			98,146,281.83
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	12,605.87		12,605.87			12,142.72
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2023-24</b>			<b>Adjustments to 2024-25</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b>	<b>2024-25 P2 Report</b>			<b>2025-26 P2 Estimate</b>		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	12,142.72		12,142.72	11,862.34		11,862.34
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			12,142.72			11,862.34
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2024-25 Actual</b>			<b>2025-26 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	161,082.58		161,082.58	153,705.00		153,705.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	28,825,921.59		28,825,921.59	30,258,039.00		30,258,039.00
5. Unsecured Roll Taxes (Object 8042)	505,778.01		505,778.01	505,778.00		505,778.00
6. Prior Years' Taxes (Object 8043)	106,227.39		106,227.39	106,227.00		106,227.00
7. Supplemental Taxes (Object 8044)	1,618,138.35		1,618,138.35	863,321.00		863,321.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(164,717.36)		(164,717.36)	1,306,562.00		1,306,562.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,842,785.79		2,842,785.79	1,487,665.00		1,487,665.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	33,895,216.35	0.00	33,895,216.35	34,681,297.00	0.00	34,681,297.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	33,895,216.35	0.00	33,895,216.35	34,681,297.00	0.00	34,681,297.00
<b>EXCLUDED APPROPRIATIONS</b>						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			5,614,856.39			5,711,368.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	9,256,964.00		9,256,964.00	9,212,000.00		9,212,000.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	9,256,964.00	0.00	14,871,820.39	9,212,000.00	0.00	14,923,368.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	167,870,045.00		167,870,045.00	162,800,291.00		162,800,291.00
25. LCFF State Aid - Prior Years (Object 8019)	45,880.00		45,880.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	167,915,925.00	0.00	167,915,925.00	162,800,291.00	0.00	162,800,291.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	286,210,554.77		286,210,554.77	268,369,204.00		268,369,204.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	6,965,185.98		6,965,185.98	4,000,000.00		4,000,000.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2024-25 Actual</b>			<b>2025-26 Budget</b>		
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			98,326,074.99			98,146,281.83
2. Inflation Adjustment			1.0362			1.0644
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9633			0.9769
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			98,146,281.83			102,053,716.93
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			33,895,216.35			34,681,297.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,457,126.40			1,423,480.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			79,122,885.87			82,295,787.93
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			79,122,885.87			82,295,787.93
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			2,818,997.87			1,769,904.86
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			36,714,214.22			36,451,201.86
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			76,303,888.00			80,525,883.07
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			36,714,214.22			
b. State Subventions (Line D8)			76,303,888.00			
c. Less: Excluded Appropriations (Line C23)			14,871,820.39			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			98,146,281.83			
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4)			0.00			
<b>SUMMARY</b>						
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			98,146,281.83			102,053,716.93
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			98,146,281.83			



**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 10,479,252.36
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 224,184,156.83

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.67%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. 0.00  
Retain supporting documentation.

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 77,162.56

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

- 1. Other General Administration, less portion charged to restricted resources or specific goals  
(Functions 7200-7600, objects 1000-5999, minus Line B9) 14,211,141.21
- 2. Centralized Data Processing, less portion charged to restricted resources or specific goals  
(Function 7700, objects 1000-5999, minus Line B10) 4,483,101.08

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	150,327.02
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	1,160,424.10
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	77,162.56
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	19,927,830.85
9. Carry-Forward Adjustment (Part IV, Line F)	5,536,914.22
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	25,464,745.07
<b>B. Base Costs</b>	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	162,992,679.87
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	33,916,755.38
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	34,657,261.19
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	95,585.78
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,539,552.53
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	272,691.70
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	314,931.32
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	23,688,057.71
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	77,162.56
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	130,545.63
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	6,756,904.32
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	264,442,127.99
<b>C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment</b>	
<b>(For information only - not for use when claiming/recovering indirect costs)</b>	
(Line A8 divided by Line B19)	7.54%
<b>D. Preliminary Proposed Indirect Cost Rate</b>	
<b>(For final approved fixed-with-carry-forward rate for use in 2026-27 see www.cde.ca.gov/fg/ac/ic)</b>	
(Line A10 divided by Line B19)	9.63%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	19,927,830.85
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	(137,485.93)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.39%) times Part III, Line B19); zero if negative	5,536,914.22
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.39%) times Part III, Line B19) or (the highest rate used to recover costs from any program (5.39%) times Part III, Line B19); zero if positive	0.00
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	5,536,914.22
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	5,536,914.22

Approved indirect cost rate: 5.39%  
Highest rate used in any program: 5.39%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	15,132,147.89	815,622.77	5.39%
01	3010	4,626,931.06	249,391.58	5.39%
01	3182	56,577.07	3,049.50	5.39%
01	3213	48,193.28	2,597.61	5.39%
01	3310	2,888,516.95	155,691.05	5.39%
01	3311	36,903.93	1,989.11	5.39%
01	3315	67,362.18	3,630.82	5.39%
01	3327	25,000.00	1,347.50	5.39%
01	4035	575,028.65	30,994.04	5.39%
01	4127	855,837.33	46,129.63	5.39%
01	4201	35,853.68	1,932.51	5.39%
01	4203	810,591.79	43,690.89	5.39%
01	5810	483,780.67	20,402.96	4.22%
01	6010	492,938.85	24,646.94	5.00%
01	6053	29,926.44	660.72	2.21%
01	6211	1,012,820.22	54,591.00	5.39%
01	6266	1,077,152.92	58,058.54	5.39%
01	6388	14,138.79	565.55	4.00%
01	6510	372,030.64	20,052.45	5.39%
01	6546	92,883.38	5,006.41	5.39%
01	6547	2,094,501.36	112,893.62	5.39%
01	6770	2,437,727.26	24,375.95	1.00%
01	7085	1,136,392.67	61,251.56	5.39%
01	7388	198,482.64	10,698.19	5.39%
01	7435	9,247,858.35	498,459.56	5.39%
01	8150	7,994,888.64	430,924.49	5.39%
01	9010	4,843,919.87	195,453.61	4.04%
13	5310	6,240,216.39	312,010.81	5.00%
13	5320	419,741.80	20,987.09	5.00%
13	5330	78,790.17	3,939.50	5.00%

**Unaudited Actuals**  
**2024-25 Unaudited Actuals**  
**LOTTERY REPORT**  
**Revenues, Expenditures and**  
**Ending Balances - All Funds**

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		1,667,116.00	1,667,116.00
2. State Lottery Revenue	8560	2,609,699.61		1,233,607.33	3,843,306.94
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Proceeds from SBITAs	8974	0.00		0.00	0.00
6. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
7. Total Available (Sum Lines A1 through A6)		2,609,699.61	0.00	2,900,723.33	5,510,422.94
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	1,600,544.43		0.00	1,600,544.43
2. Classified Salaries	2000-2999	74,889.65		0.00	74,889.65
3. Employee Benefits	3000-3999	397,622.78		0.00	397,622.78
4. Books and Supplies	4000-4999	542.99		413,723.38	414,266.37
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	536,099.76			536,099.76
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			2,486,999.95	2,486,999.95
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		2,609,699.61	0.00	2,900,723.33	5,510,422.94
<b>C. ENDING BALANCE (Must equal Line A7 minus Line B12)</b>	979Z	0.00	0.00	0.00	0.00
<b>D. COMMENTS:</b>					
Expenditures in Object 5800 are digital subscriptions for adopted curriculum and instructional materials.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

**Unaudited Actuals**  
2024-25  
**Form and Charter Schools Funds**  
**Program Cost Report**  
**Schedule of Allocation Factors (AF) for Support Costs**

	Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
	Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
<b>A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)</b>	6,882,916.79	533,491.73	19,624,208.18	29,522,274.44	24,890,019.53	0.00	5,171,682.32
<b>B. Enter Allocation Factor(s) by Goal:</b> <small>(Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)</small>	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
<b>Instructional Goals</b>							
<b>Description</b>							
0001 Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1110 Regular Education, K-12	656.60	656.60	656.60	656.60	656.60	656.60	1,227.00
3100 Alternative Schools							
3200 Continuation Schools							
3300 Independent Study Centers							
3400 Opportunity Schools	3.00	3.00	3.00	3.00	3.00	3.00	21.00
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual	3.00	3.00	3.00	3.00	3.00	3.00	
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	40.00	40.00	40.00	40.00	40.00	40.00	301.00
6000 ROC/P							
<b>Other Goals</b>							
<b>Description</b>							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
<b>Other Funds</b>							
<b>Description</b>							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
<b>C. Total Allocation Factors</b>	702.60	702.60	702.60	702.60	702.60	702.60	1,549.00

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
<b>Instructional Goals</b>							
0001	Pre-Kindergarten	33.07	0.00	33.07	2.39		35.46
1110	Regular Education, K-12	178,553,022.79	80,216,711.85	258,769,734.64	18,667,834.81		277,437,569.45
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	637,683.99	417,905.30	1,055,589.29	76,150.97		1,131,740.26
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	11,778.57	0.00	11,778.57	849.71		12,628.28
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	1,729,185.38	347,792.11	2,076,977.49	149,834.65		2,226,812.14
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	25,635,885.17	5,642,183.75	31,278,068.92	2,256,422.39		33,534,491.31
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
<b>Other Goals</b>							
7110	Nonagency - Educational	11,544.35	0.00	11,544.35	832.82		12,377.17
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	138,665.92	0.00	138,665.92	10,003.46		148,669.38
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
<b>Other Costs</b>							
----	Food Services					85,141.56	85,141.56
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					624,007.94	624,007.94
----	Other Outgo					2,646,143.24	2,646,143.24
<b>Other Funds ----</b>	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	898,869.80		898,869.80
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(336,937.40)		(336,937.40)
----	<b>Total General Fund and Charter Schools Funds Expenditures</b>	206,717,799.24	86,624,593.01	293,342,392.25	21,723,863.60	3,355,292.74	318,421,548.59

Unaudited Actuals  
2024-25  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
<b>Instructional Goals</b>													
0001	Pre-Kindergarten	0.00	33.07	0.00	0.00	0.00	0.00	0.00			0.00	0.00	33.07
1110	Regular Education, K-12	167,618,440.24	3,533,290.48	1,109,956.86	62,304.87	6,229,030.34	0.00	0.00			0.00	0.00	178,553,022.79
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	637,683.99	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	637,683.99
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	11,778.57	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	11,778.57
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4830	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	1,242,624.34	327,793.42	124,102.94	19,613.12	10,370.22	0.00	0.00			4,681.34	0.00	1,729,185.38
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	17,268,576.38	1,777,268.99	5,266.90	457,532.54	3,744,134.09	2,382,767.87	0.00			338.40	0.00	25,635,885.17
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
<b>Other Goals</b>													
7110	Nonagency - Educational	11,544.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,544.35
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		95,585.78	0.00	43,080.14	0.00	138,665.92
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<b>Total Direct Charged Costs</b>		186,790,647.87	5,638,385.96	1,239,326.70	539,450.53	9,983,534.65	2,382,767.87	0.00	95,585.78	0.00	48,099.88	0.00	206,717,799.24

\* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals  
2024-25  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
<b>Instructional Goals</b>					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	52,859,656.03	23,260,442.39	4,096,613.43	80,216,711.85
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	241,515.34	106,276.77	70,113.19	417,905.30
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	241,515.34	106,276.77	0.00	347,792.11
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	3,220,204.45	1,417,023.60	1,004,955.70	5,642,183.75
6000	ROC/P	0.00	0.00	0.00	0.00
<b>Other Goals</b>					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
<b>Other Funds</b>					
--	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
--	Child Development (Fund 12)	0.00	0.00	0.00	0.00
--	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
<b>Total Allocated Support Costs</b>		<b>56,562,891.16</b>	<b>24,890,019.53</b>	<b>5,171,682.32</b>	<b>86,624,593.01</b>

Unaudited Actuals  
2024-25  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Central Administration Costs (CAC)

<b>A.</b>	<b>Central Administration Costs in General Fund and Charter Schools Funds</b>	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,539,552.53
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	150,327.02
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	14,856,459.19
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	5,514,462.26
5	Total Central Administration Costs in General Fund and Charter Schools Funds	22,060,801.00
<b>B.</b>	<b>Direct Charged and Allocated Costs in General Fund and Charter Schools Funds</b>	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	206,717,799.24
2	Total Allocated Costs (from Form PCR, Column 2, Total)	86,624,593.01
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	293,342,392.25
<b>C.</b>	<b>Direct Charged Costs in Other Funds</b>	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	12,459,950.54
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	12,459,950.54
<b>D.</b>	<b>Total Direct Charged and Allocated Costs (B3 + C5)</b>	<b>305,802,342.79</b>
<b>E.</b>	<b>Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)</b>	<b>7.21%</b>

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000- 9999)	Total
Food Services (Objects 1000-5999, 6400-6920)	85,141.56				85,141.56
Enterprise (Objects 1000-5999, 6400-6920)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6700)			624,007.94		624,007.94
Other Outgo (Objects 1000 - 7999)				2,646,143.24	2,646,143.24
<b>Total Other Costs</b>	85,141.56	0.00	624,007.94	2,646,143.24	3,355,292.74

Unaudited Actuals  
 Unaudited Actuals 2024-25  
**Technical Review Checks**  
 Phase - All  
 Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

**CHECKRESOURCE - (Warning)** - The following codes for RESOURCE are not valid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

**Exception**

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	VALUE
01-6225-0-0000-0000-8590	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.		
01-6225-0-0000-0000-9110	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.		
01-6225-0-0000-0000-9610	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.		
01-6225-0-0000-8500-6170	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.		

**CHK-FUNDxRESOURCE - (Warning)** - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

**Exception**

ACCOUNT FD - RS - PY - GO - FN - OB	FUND	RESOURCE	VALUE
01-6225-0-0000-0000-8590	01	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			
01-6225-0-0000-0000-9110	01	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			
01-6225-0-0000-0000-9610	01	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			
01-6225-0-0000-8500-6170	01	6225	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			

**CHK-RESOURCExOBJECTA - (Warning)** - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.

**Exception**

<b>ACCOUNT FD - RS - PY - GO - FN - OB</b>	<b>RESOURCE</b>	<b>OBJECT</b>	<b>VALUE</b>
01-6225-0-0000-0000-8590	6225	8590	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			
01-6225-0-0000-0000-9110	6225	9110	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			
01-6225-0-0000-0000-9610	6225	9610	\$249,299.52
Explanation: Resource 6225 has expired. The district has already spent down the remaining balance with allowable expenditures incurred within the grant period.			

**GENERAL LEDGER CHECKS**

**OBJ-POSITIVE - (Warning)** - The following objects have a negative balance by resource, by fund:

**Exception**

<b>FUND</b>	<b>RESOURCE</b>	<b>OBJECT</b>	<b>VALUE</b>
01	6388	8677	(\$30,505.00)
Explanation: One-time reversion to neighboring district as required for revenues received in prior fiscal years.			

Unaudited Actuals  
Budget 2025-26  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

**F - Fatal** (Data must be corrected; an explanation is not allowed)

**W/WC - Warning/Warning with Calculation** (If data are not correct, correct the data; if data are correct an explanation is required)

**O - Informational** (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**GENERAL LEDGER CHECKS**

**EFB-POSITIVE - (Warning)** - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them.

**Exception**

FUND	RESOURCE	NEG. EFB
01	6266	(\$353,005.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly		
01	6300	(\$1,642,042.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly		
01	7085	(\$398,530.41)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly		
01	7388	(\$58,906.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly		
01	7435	(\$4,219,917.95)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly		
Total of negative resource balances for Fund 01		(\$6,672,401.36)

**OBJ-POSITIVE - (Warning)** - The following objects have a negative balance by resource, by fund:

**Exception**

FUND	RESOURCE	OBJECT	VALUE
01	6266	9790	(\$353,005.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly			
01	6300	9790	(\$1,642,042.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly			
01	7085	9790	(\$398,530.41)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly			
01	7388	9790	(\$58,906.00)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly			
01	7435	9790	(\$4,219,917.95)
Explanation: Negative balances reflect adopted budget assumptions; resources will be reconciled at First Interim and expenditures adjusted accordingly			



# 2024-25

# Unaudited Actuals

**Presenters:**  
**Kristen Pifko**  
Assistant Superintendent, Business and Fiscal Services

**Patty Núñez**  
Director of Fiscal Services

September 17, 2025



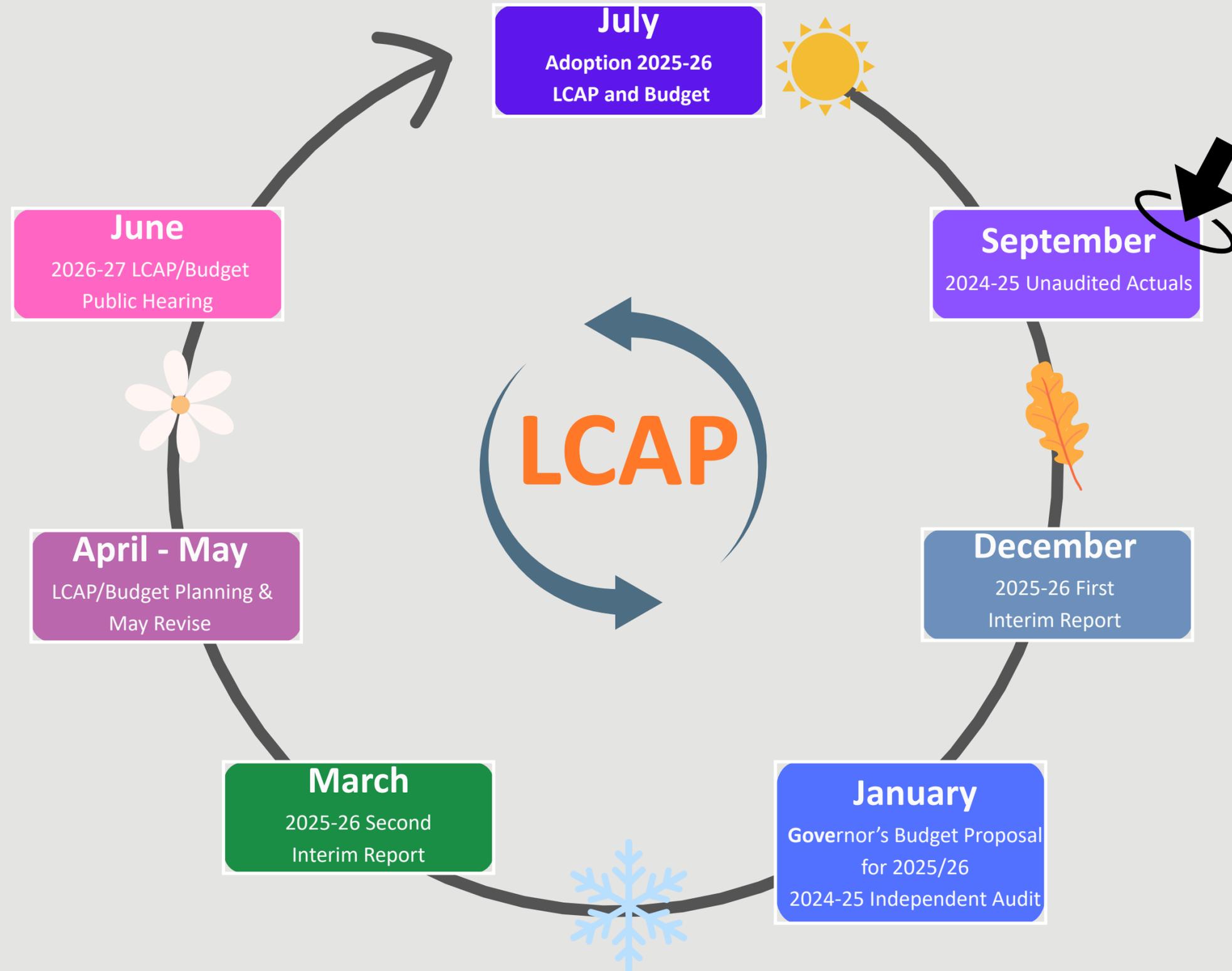
Unaudited Actuals give an early look at the district's financial activities for the past fiscal year, before being audited by external auditors

This report is presented to the Board every September in keeping with Educational Code Section 42100

Referred to as “unaudited” because they have not yet been reviewed by external auditors, these reports form the basis for the audit review.



# Budget Cycle



# 2024-25 Fiscal Year in Review



## Enrollment

13,003 as of  
October 2024  
(CBEDS DAY)



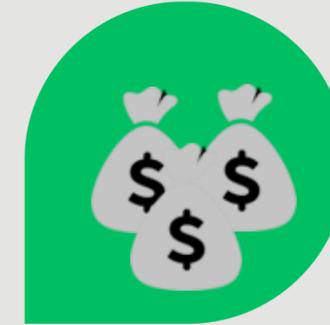
## Average Daily Attendance

P2 ADA: 12,112.36  
Ratio: 93.15%



## Unduplicated Pupil Count

11,863 or 91.22% of students are classified as Emergent Multilingual Learners (EML's), eligible for free or reduced-price meals, or are foster youth.



## Funded ADA

13,188.78  
3 prior year  
average ADA

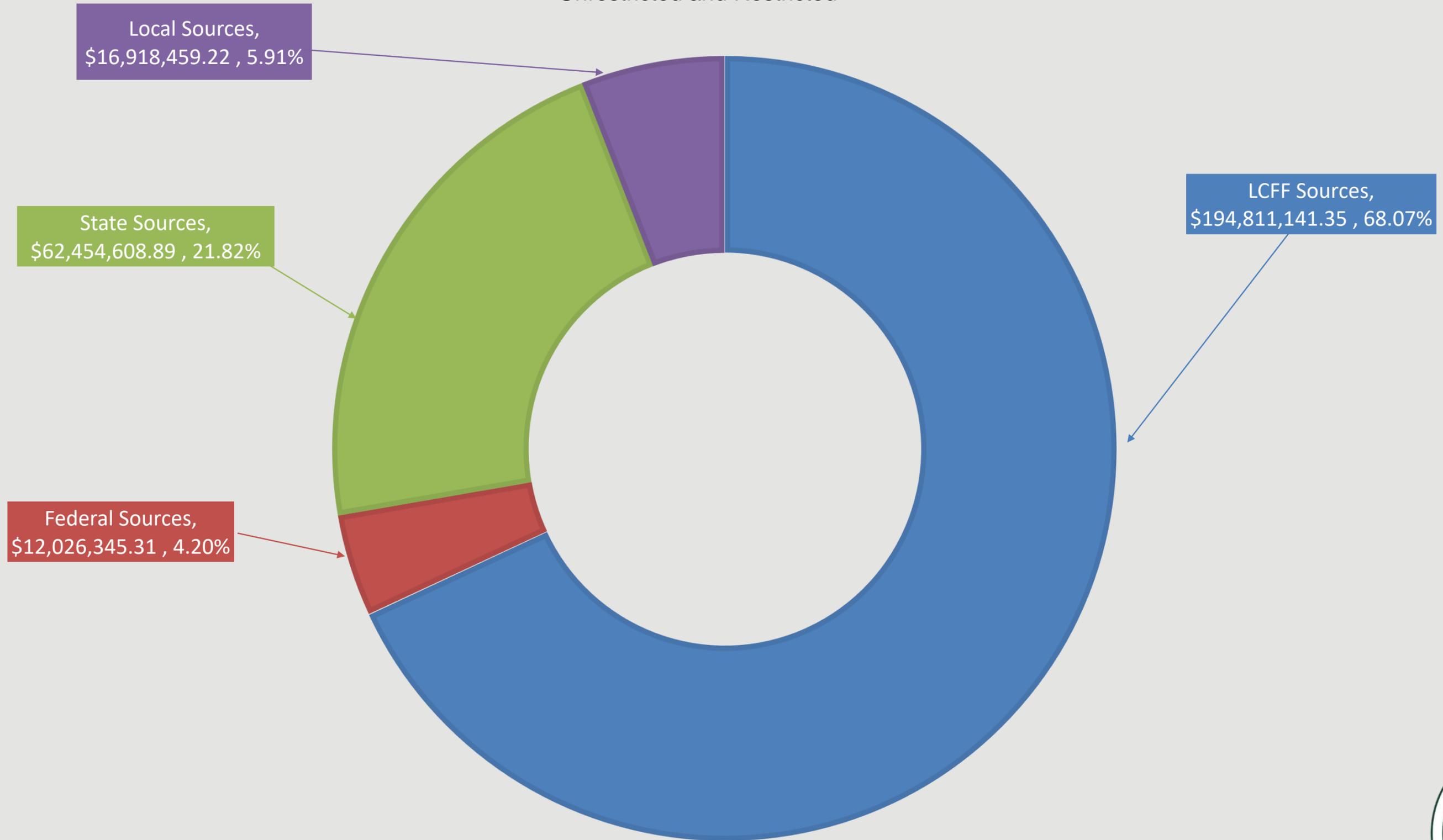


## Statutory COLA

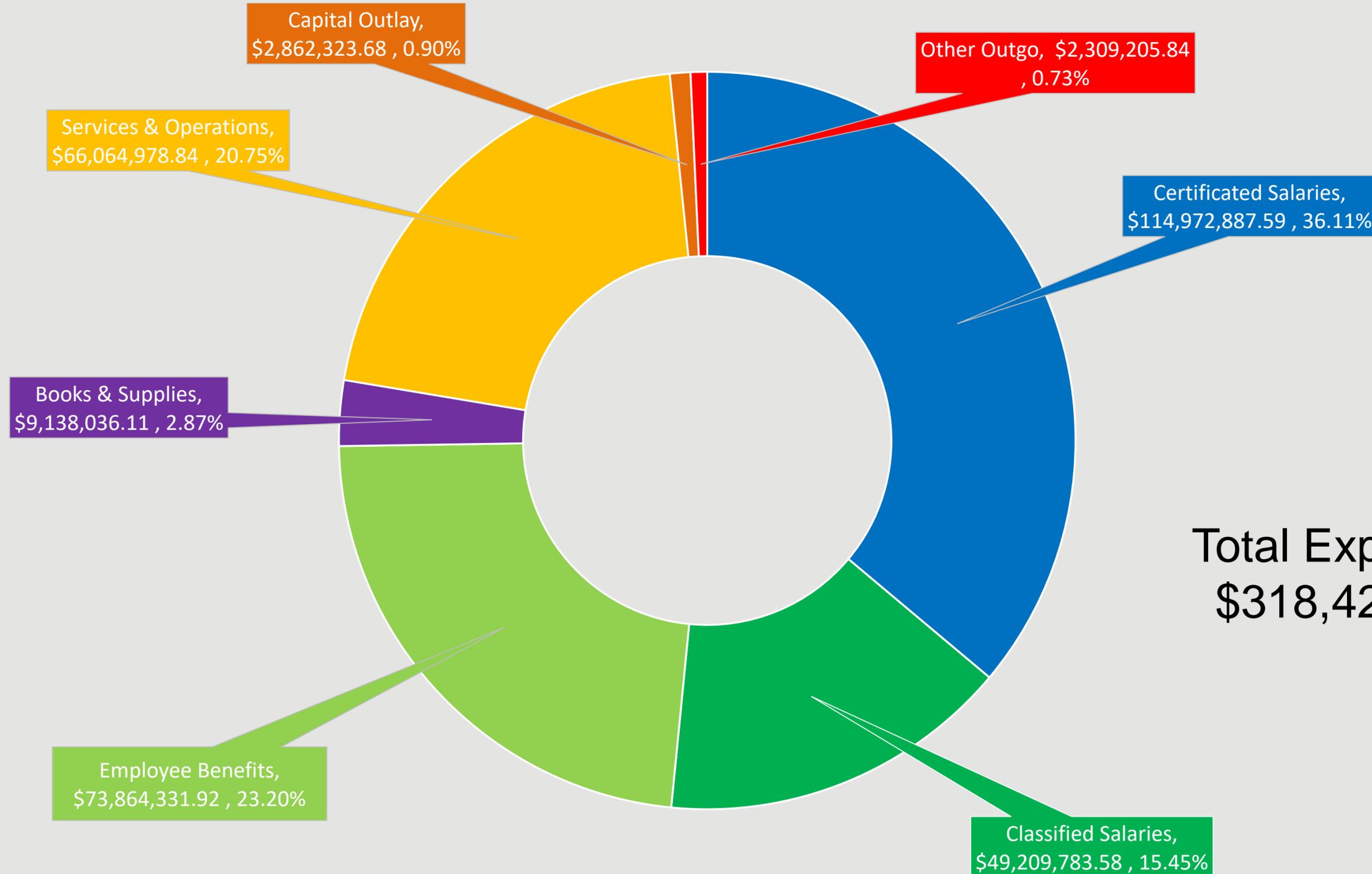
Cost of Living  
Adjustment:  
1.07%



2024-25 Unaudited Actuals  
General Fund Revenues: \$286,210,554.77  
Unrestricted and Restricted



2024-25 Unaudited Actuals  
General Fund Expenditures by Type  
Unrestricted and Restricted

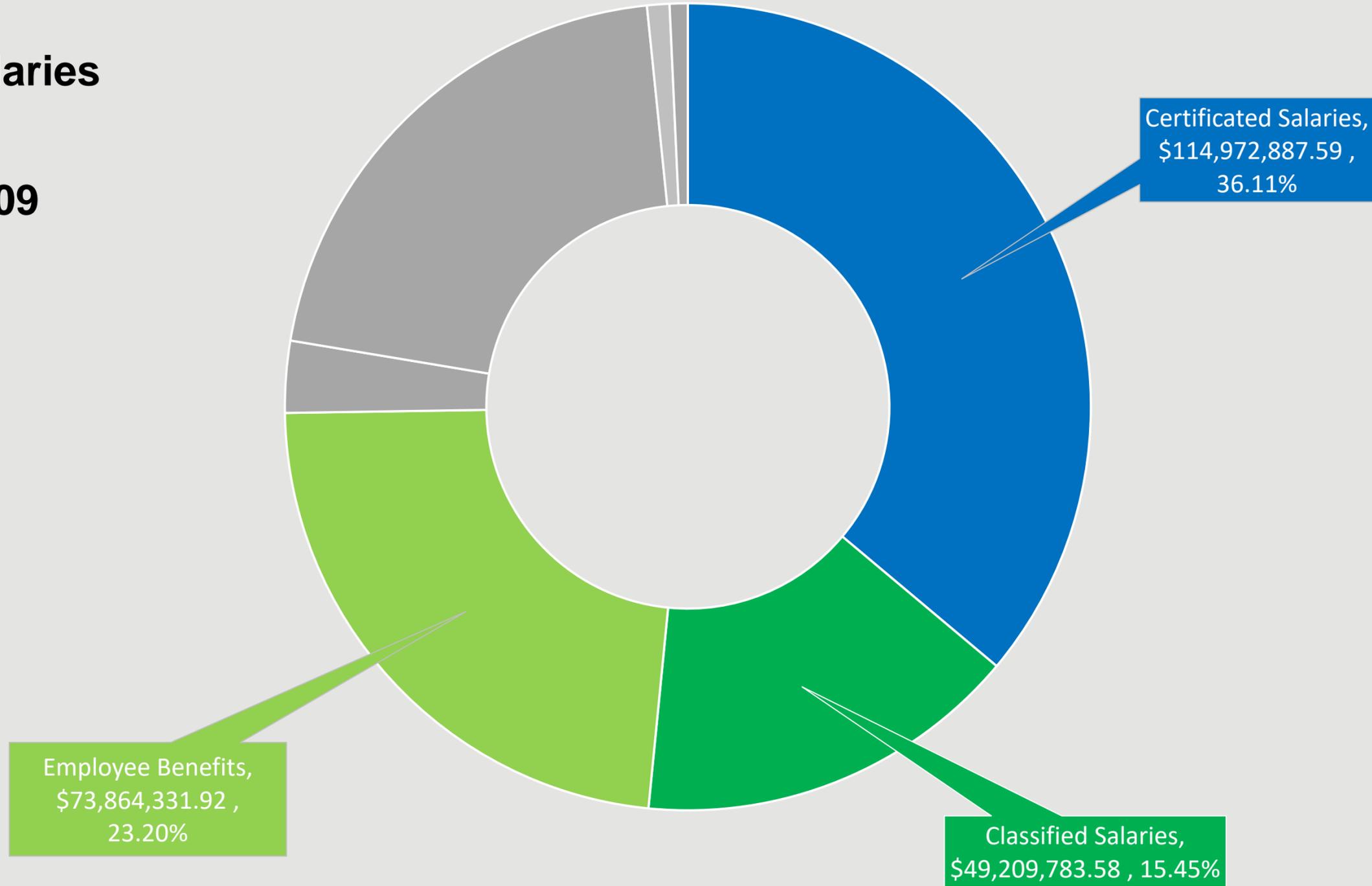


Total Expenditures:  
\$318,421,547.56

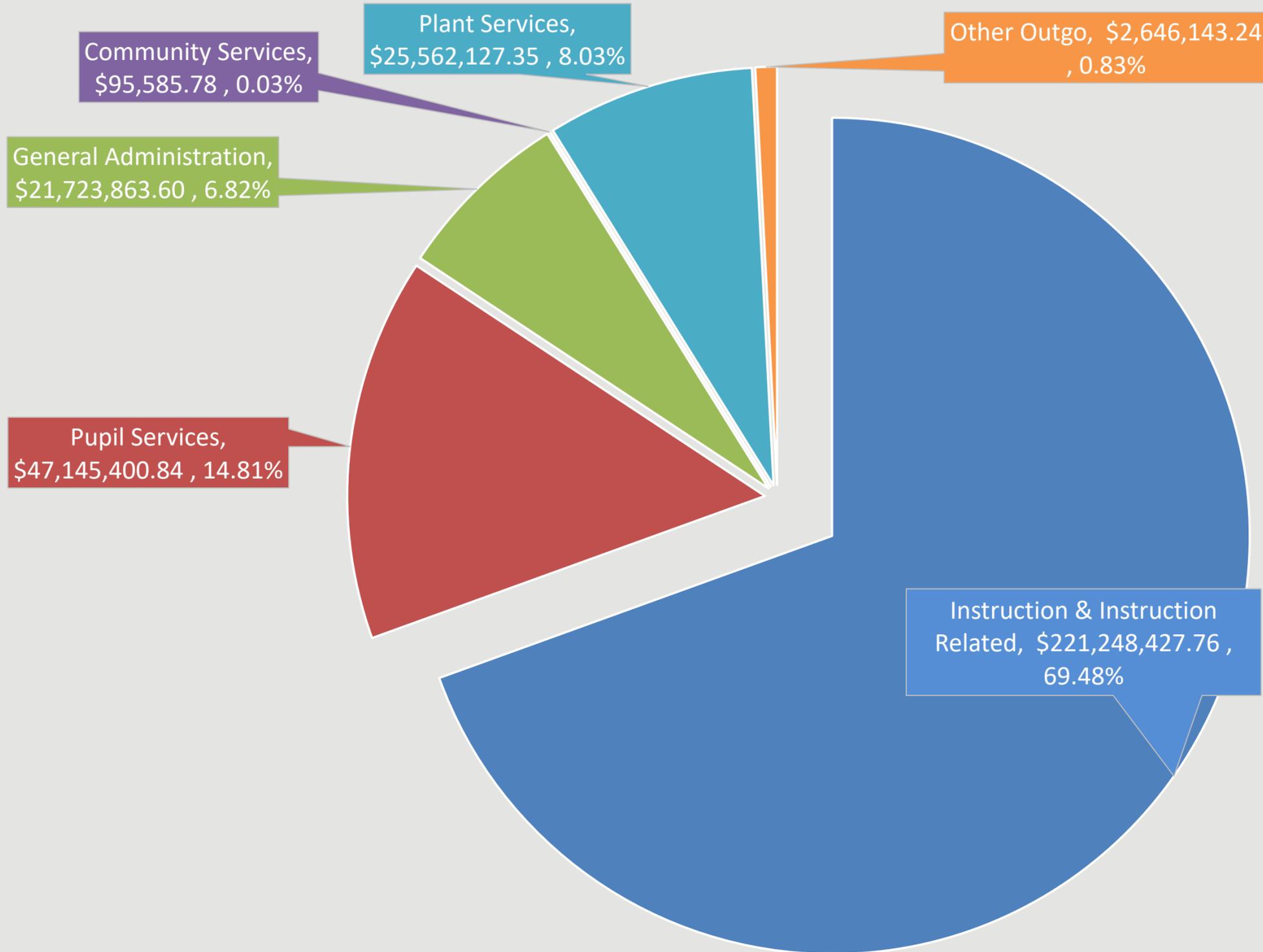


# 2024-25 Unaudited Actuals

**Total Spent on Salaries  
and Benefits  
\$238,047,003.09  
74.76%**



2024-25 Unaudited Actuals  
General Fund Expenditures by Function  
Unrestricted and Restricted



# Major Changes to Revenue



Minor adjustment to LCFF calculation



Decrease due to revenues being adjusted to the amount of expenditures incurred in fiscal year



Increase due to recognition of STRS on behalf revenue is an entry made at year-end to account for state pension contributions for CalSTRS, even though the district doesn't receive these funds. This entry also requires an offset to employee benefits on the expenditure side



Increase in interest revenue for cash held at county treasury and increase to Medi-Cal Revenues



# Major Changes to Expenditures

## SALARIES – CERTIFICATED & CLASSIFIED

Slight increase in salaries due to Vacation payouts being higher than estimated..

## EMPLOYEE BENEFITS

Increase in expenditures due to STRS on behalf pension costs. This entry also requires revenue being recognized

## BOOKS & SUPPLIES

Savings realized as some planned expenditures did not materialize and came in lower than expected

## SERVICES AND OPERATIONS

Savings realized due to planned expenditures that did not materialize. These savings were mostly for contracted services in the ELOP and Special Ed program

## CAPITAL OUTLAY

Expenditures came in lower than budgeted for as some capital projects were not completed by June 30 and could not be recorded in the current fiscal year.

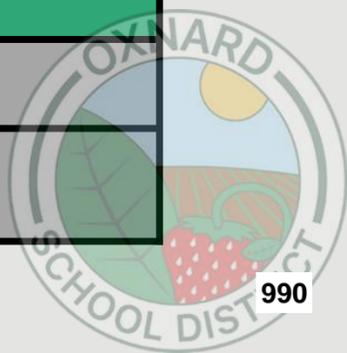
## OTHER OUTGO

Due to lower expenditures, we recognized fewer indirect costs



# Comparison of Estimated Actuals to Unaudited Actuals

	2024-25 Estimated Actuals	2024-25 Unaudited Actuals	\$ Change	% Change
<b>REVENUES</b>				
LCFF Sources	194,802,476.00	194,811,141.35	8,665.35	0.00%
Federal Sources	13,577,444.00	12,026,345.00	(1,551,099.00)	-12.90%
State Revenues	39,981,475.00	50,917,340.05	10,935,865.05	21.48%
Other Local Revenues	25,399,109.00	28,455,728.22	3,056,619.22	10.74%
<b>Total, Revenues</b>	<b>\$ 273,760,504.00</b>	<b>\$ 286,210,554.62</b>	<b>\$ 12,450,050.62</b>	<b>4.35%</b>
<b>EXPENDITURES</b>				
Certificated Salaries	115,313,833.00	114,972,887.59	(340,945.41)	-0.30%
Classified Salaries	48,445,543.00	49,209,783.58	764,240.58	1.55%
Employee Benefits	65,349,702.00	73,864,331.92	8,514,629.92	11.53%
Books & Supplies	12,678,572.00	9,138,036.11	(3,540,535.89)	-38.75%
Services & Operations	74,730,628.00	66,064,978.84	(8,665,649.16)	-13.12%
Capital Outlay	4,797,438.00	2,862,323.68	(1,935,114.32)	-67.61%
Other Outgo	2,389,992.00	2,309,205.84	(80,786.16)	-3.84%
<b>Total, Expenditures</b>	<b>\$ 323,705,708.00</b>	<b>\$ 318,421,547.56</b>	<b>(5,284,160)</b>	<b>-1.63%</b>
<b>Change in Fund Balance</b>	<b>(49,945,204.00)</b>	<b>(32,210,993.00)</b>		
Beginning Fund Balance	146,947,417.00	146,947,417.00		
Ending Fund Balance	97,002,213.00	114,736,424.00	17,734,211.00	



# Components of Ending Fund Balance

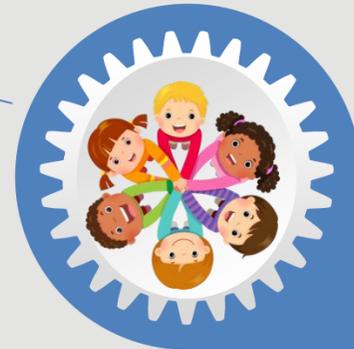
2024-25 Unaudited Actuals	
Ending Fund Balance	114,736,424.00
10% Reserve for Economic Uncertainties	31,842,155.00
Non-Spendable: (Stores and Revolving Cash):	380,877.00
Restricted Programs Balance:	37,736,141.00
<b>Assignments:</b>	
<i>Fiscal Stability Reserve</i>	44,777,251.00
Unappropriated Fund Balance	-



# Looking Ahead

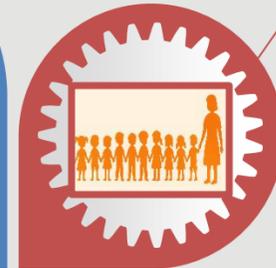
## Enrollment Impact

- Projected enrollment was 12,600 for 2025-26
- Currently 12,500 - 100 less than projected
- Approximately \$1.5M loss in revenue



## Increased Funding - TK Ratio LCFF Add-On (ongoing)

- Previous add-on: \$3,148 per pupil (12:1 ratio) → \$1.45M
- New add-on: \$5,545 per pupil (10:1 ratio beginning 25-26) → **\$2.55M**
- Impact: Increase of approximately \$1.1M in funding.



## Overall Budget Impact

- Adopted budget projected \$38.7 million in deficit spending for 2025–26.
- Net effect of major changes: Revenues increased by about \$3.4M compared to adopted budget
- Deficit spending remains significant \$35.3M
- **IMPORTANT:** the block grant is one-time in nature.
- ***Need to identify ongoing reductions in order to align with the projected enrollment loss.***



## One-Time Additional Funding

- Student Support and Professional Development Discretionary Block Grant
- \$3.792M in new revenue
- Not included in adopted budget



# Next Steps

**1**

**File financial documents with Ventura County Office of Education**

**2**

**Work with external auditors to finish the audit process. The report will be presented to the board in December.**

**3**

**Work with department heads and school sites to prepare First Interim Report.**

**4**

**First Interim Report presented to the board in December**





**Thank you**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – BP/AR 1312.3: Uniform Complaint Procedures (Revised) | New Exhibits (Carroll)**

---

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Board Policy and Administrative Regulation.

This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of this revision, two new exhibits have been added to further support the policy and regulation.

Key highlights of the update include:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- The policy, regulation, and exhibits will be presented for a second reading and adoption at the October 01, 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, regulation, and exhibits for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

- Attached:** [REVISED Policy 1312.3 Uniform Complaint Procedures \(15 pages\)](#)
- [REVISED Regulation 1312.3 Uniform Complaint Procedures \(21 pages\)](#)
- [Exhibit 1312.3-E\(1\)\\_ Uniform Complaint Procedures \(11 pages\)](#)
- [Exhibit 1312.3-E\(2\)\\_ Uniform Complaint Procedures \(12 pages\)](#)

**Policy 1312.3: Uniform Complaint Procedures**

Status: ADOPTED

Original Adopted Date: 10/19/2011 | Last Revised Date: 04/02/2025 | Last Reviewed Date: 10/01/2025

The Governing Board recognizes that the district has the primary responsibility to ~~comply~~ensure compliance 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~~, 52616.18)
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~~10-299.12)
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 one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived ~~characteristics of~~ race or ethnicity, ~~color,~~ ancestry, color; ethnic group identification; nationality, national origin, immigration status, ~~ethnic group identification, age, sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression;~~ religion, ~~physical or mental;~~ disability, medical condition, ~~or;~~ genetic information, pregnancy, false pregnancy,

childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; 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 (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

5 CCR 4610)

11.

~~Discrimination includes, but it 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. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)~~

~~12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)~~

11.13. Instructional Materials and Curriculum: Diversity (Education Code 243)

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 homelessness, students from military families, students formerly in a juvenile court school, students who are migratory or 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.)~~

12.14. Local control and accountability plan (Education Code 52075)

13.15. Migrant education (Education Code 54440-54445)

~~14.16.~~ Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~15.17.~~ Student fees (Education Code 49010-49013)

~~16.18.~~ Reasonable accommodations to a lactating student (Education Code 222)

~~17.19.~~ Regional occupational centers and programs (Education Code 52300-52334.7)

~~18.20.~~ School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

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~~20. School safety plans (Education Code 32280-32289)~~

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~~19.21.~~ School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~20.22.~~ State preschool programs (Education Code ~~8207-8225~~8200-8488, 33315)

~~21.23.~~ State preschool health and safety issues in license-exempt programs (Education Code 8212)

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~~24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3~~

~~22.25.~~ 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

~~23.26.~~ Any other state or federal educational program the ~~Superintendent of Public Instruction~~SPI 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, was subjected to ~~conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based sexual~~ harassment, as defined in 34 CFR 106.2 ~~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.~~<sup>30</sup>

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 ~~451~~ Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures.

~~(34 CFR 106.2, 106.10, 106.11, 106.44)~~

4. ~~Except for complaints alleging sex discrimination, including sex-based harassment, any~~Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California ~~Department of Fair Employment and Housing. 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, Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, ~~(FAPE), a settlement agreement related to the provision of a free appropriate public 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 ~~ARAdministrative Regulation~~ 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 ~~BPBoard Policy~~ 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any ~~allegation of complaint alleging~~ 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 ~~BPBoard Policy~~ 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 ~~ARAdministrative Regulation~~ 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

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### **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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11023	<a href="#"><u>Harassment and discrimination prevention and correction</u></a>
5 CCR 15580-15584	<a href="#"><u>Child nutrition programs complaint procedures</u></a>
5 CCR 3200-3205	<a href="#"><u>Special education compliance complaints</u></a>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	<a href="#"><u>Uniform complaint procedures and Williams complaints</u></a>
5 CCR 4690-4694	<a href="#"><u>Complaints regarding health and safety issues in license-exempt preschool programs</u></a>

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	<a href="#">School libraries</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 32280-32289.5	<a href="#">School safety plans</a>
Ed. Code 33315	Uniform complaint procedures
Ed. Code 35186	<a href="#">Williams uniform complaint procedures</a>
Ed. Code 46015	<a href="#">Parental leave for students</a>
Ed. Code 48645.7	<a href="#">Juvenile court schools</a>
Ed. Code 48853-48853.5	<a href="#">Foster youth</a>
Ed. Code 48900.5	<a href="#">Suspension; other means of correction</a>
Ed. Code 48985	<a href="#">Notices to parents in language other than English</a>
Ed. Code 49010-49013	<a href="#">Student fees</a>
Ed. Code 49060-49079	<a href="#">Student records</a>
Ed. Code 49069.5	<a href="#">Records of foster youth</a>
Ed. Code 49490-49590	<a href="#">Child nutrition programs</a>
Ed. Code 49701	<a href="#">Provisions of the Interstate Compact on Educational Opportunities for Military Children</a>
Ed. Code 51204.5	<a href="#">Social sciences instruction; contributions of specified groups</a>
Ed. Code 51210	<a href="#">Course of study for grades 1-6</a>
Ed. Code 51222	<a href="#">Physical education</a>
Ed. Code 51223	<a href="#">Physical education; elementary schools</a>
Ed. Code 51225.1-51225.25	<a href="#">Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements</a>
Ed. Code 51226-51226.1	<a href="#">Career technical education</a>
Ed. Code 51228.1-51228.3	<a href="#">Course periods without educational content</a>
Ed. Code 51501	<a href="#">Nondiscriminatory subject matter</a>
Ed. Code 52059.5	<a href="#">Statewide system of support</a>

Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Ed. Code 52075	<a href="#">Complaint for lack of compliance with local control and accountability plan requirements</a>
Ed. Code 52300-52462	<a href="#">Career technical education</a>
Ed. Code 52500-52617	<a href="#">Adult schools</a>
Ed. Code 54400-54425	<a href="#">Compensatory education programs</a>
Ed. Code 54440-54445	<a href="#">Migrant education</a>
Ed. Code 54460-54529	<a href="#">Compensatory education programs</a>
Ed. Code 59000-59300	<a href="#">Special schools and centers</a>
Ed. Code 60010	<a href="#">Instructional materials; definition</a>
Ed. Code 60040-60052	<a href="#">Requirements for instructional materials</a>
Ed. Code 64000-64001	<a href="#">Consolidated application process; school plan for student achievement</a>
Ed. Code 65000-65001	<a href="#">School site councils</a>
Ed. Code 8200-8488	<a href="#">Child care and development programs</a>
Ed. Code 8500-8538	<a href="#">Adult basic education</a>
Gov. Code 11135	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	<a href="#">Fair Employment and Housing Act</a>
H&S Code 1596.792	<a href="#">California Child Day Care Act; general provisions and definitions</a>
H&S Code 1596.7925	<a href="#">California Child Day Care Act; health and safety regulations</a>
Pen. Code 422.55	<a href="#">Definition of hate crime</a>
Pen. Code 422.6	<a href="#">Crimes; harassment</a>
<b>Federal</b>	<b>Description</b>
20 USC 1221	<a href="#">Application of laws</a>
20 USC 1232g	<a href="#">Family Educational Rights and Privacy Act (FERPA) of 1974</a>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged

20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	<a href="#">Nondiscrimination on basis of disability; complaints</a>
29 USC 794	<a href="#">Rehabilitation Act of 1973; Section 504</a>
34 CFR 100.3	<a href="#">Prohibition of discrimination on basis of race, color or national origin</a>
34 CFR 104.7	<a href="#">Section 504; Designation of responsible employee and adoption of grievances procedures</a>
34 CFR 106.1-106.82	<a href="#">Nondiscrimination on the basis of sex in education programs or activities</a>
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	<a href="#">Recipient's response to sexual harassment</a>
34 CFR 106.45	<a href="#">Grievance process for formal complaints of sexual harassment</a>
34 CFR 106.8	<a href="#">Designation of coordinator; dissemination of policy, and adoption of grievance procedures</a>
34 CFR 110.25	<a href="#">Notification of nondiscrimination on the basis of age</a>
34 CFR 99.1-99.67	<a href="#">Family Educational Rights and Privacy</a>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	<a href="#">Americans with Disabilities Act</a>
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	<a href="#">Age Discrimination Act of 1975</a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#">Uniform Complaint Procedure Program Instrument</a>
California Department of Education Publication	<a href="#">Sample UCP Board Policies and Procedures</a>
California Department of Justice Publication	<a href="#">Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024</a>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581

Court Decision	<a href="#">John T. D. v. River Delta Joint Unified School District (2021) WL 5176356</a>
CSBA Publication	<a href="#">Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</a>
CSBA Publication	<a href="#">Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</a>
CSBA Publication	<a href="#">Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</a>
Federal Register	<a href="#">Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">Student Privacy Policy Office</a>
Website	<a href="#">U.S. Department of Agriculture</a>
Website	<a href="#">California Department of Social Services</a>
Website	<a href="#">U.S. Department of Justice</a>
Website	<a href="#">California Civil Rights Department</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

### Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight

0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges

3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information

4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment

6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
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
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children

6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

**Regulation 1312.3: Uniform Complaint Procedures**

**Status:** ADOPTED

**Original Adopted Date:** 10/19/2011 | **Last Revised Date:** 04/02/2025 | **Last Reviewed Date:**  
**10/01/2025**

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 [ARAdministrative Regulation 5145.3 - Nondiscrimination/Harassment](#), who is responsible for handling complaints regarding unlawful ~~such as discriminatory~~discrimination, harassment, intimidation, or bullying, and in [ARAdministrative Regulation 5145.7 ~~Sex Discrimination and Sex-based Sexual~~ Harassment](#), who is responsible for handling complaints regarding ~~sex discrimination and sex-basedsexual~~ harassment.

Assistant Superintendent, Human Resources  
1051 South A Street, Oxnard, CA 93030  
(805) 385-1501 ext. 2050  
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, but need not be limited to, all of the following:

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 "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 ~~person~~person(s) 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, children of military families, 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~~ ~~websites~~, published in handbooks, ~~or~~ 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- (Education Code 49013, 52075)

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. (Education Code 49013)

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. ~~(5CCR~~ (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~~complaint 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

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~~Within 10 business days after the compliance officer receives the complaint, the~~

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving 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.~~

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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)

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~~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,~~ action(s) 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~~ complainant's right to appeal the ~~district's~~ 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~~ 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/or 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-day~~ 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,~~ Education's Office for Civil Rights at [www.ed.gov/ocr](http://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~~ practices or procedures; 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 [lawslaw](#) 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 [lawslaw](#) 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~~this purpose, the Superintendent or designee may download and post a notice available from ~~the CDE web site.~~CDE's website. (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)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11023	<a href="#"><u>Harassment and discrimination prevention and correction</u></a>
5 CCR 15580-15584	<a href="#"><u>Child nutrition programs complaint procedures</u></a>
5 CCR 3200-3205	<a href="#"><u>Special education compliance complaints</u></a>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	<a href="#"><u>Uniform complaint procedures and Williams complaints</u></a>
5 CCR 4690-4694	<a href="#"><u>Complaints regarding health and safety issues in license-exempt preschool programs</u></a>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	<a href="#"><u>School libraries</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 32280-32289.5	<a href="#"><u>School safety plans</u></a>
Ed. Code 33315	Uniform complaint procedures
Ed. Code 35186	<a href="#"><u>Williams uniform complaint procedures</u></a>
Ed. Code 46015	<a href="#"><u>Parental leave for students</u></a>
Ed. Code 48645.7	<a href="#"><u>Juvenile court schools</u></a>
Ed. Code 48853-48853.5	<a href="#"><u>Foster youth</u></a>
Ed. Code 48900.5	<a href="#"><u>Suspension; other means of correction</u></a>
Ed. Code 48985	<a href="#"><u>Notices to parents in language other than English</u></a>
Ed. Code 49010-49013	<a href="#"><u>Student fees</u></a>
Ed. Code 49060-49079	<a href="#"><u>Student records</u></a>
Ed. Code 49069.5	<a href="#"><u>Records of foster youth</u></a>
Ed. Code 49490-49590	<a href="#"><u>Child nutrition programs</u></a>
Ed. Code 49701	<a href="#"><u>Provisions of the Interstate Compact on Educational Opportunities for Military Children</u></a>
Ed. Code 51204.5	<a href="#"><u>Social sciences instruction; contributions of specified groups</u></a>

Ed. Code 51210	<a href="#"><u>Course of study for grades 1-6</u></a>
Ed. Code 51222	<a href="#"><u>Physical education</u></a>
Ed. Code 51223	<a href="#"><u>Physical education; elementary schools</u></a>
Ed. Code 51225.1-51225.25	<a href="#"><u>Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements</u></a>
Ed. Code 51226-51226.1	<a href="#"><u>Career technical education</u></a>
Ed. Code 51228.1-51228.3	<a href="#"><u>Course periods without educational content</u></a>
Ed. Code 51501	<a href="#"><u>Nondiscriminatory subject matter</u></a>
Ed. Code 52059.5	<a href="#"><u>Statewide system of support</u></a>
Ed. Code 52060-52077	<a href="#"><u>Local control and accountability plan</u></a>
Ed. Code 52075	<a href="#"><u>Complaint for lack of compliance with local control and accountability plan requirements</u></a>
Ed. Code 52300-52462	<a href="#"><u>Career technical education</u></a>
Ed. Code 52500-52617	<a href="#"><u>Adult schools</u></a>
Ed. Code 54400-54425	<a href="#"><u>Compensatory education programs</u></a>
Ed. Code 54440-54445	<a href="#"><u>Migrant education</u></a>
Ed. Code 54460-54529	<a href="#"><u>Compensatory education programs</u></a>
Ed. Code 59000-59300	<a href="#"><u>Special schools and centers</u></a>
Ed. Code 60010	<a href="#"><u>Instructional materials; definition</u></a>
Ed. Code 60040-60052	<a href="#"><u>Requirements for instructional materials</u></a>
Ed. Code 64000-64001	<a href="#"><u>Consolidated application process; school plan for student achievement</u></a>
Ed. Code 65000-65001	<a href="#"><u>School site councils</u></a>
Ed. Code 8200-8488	<a href="#"><u>Child care and development programs</u></a>
Ed. Code 8500-8538	<a href="#"><u>Adult basic education</u></a>
Gov. Code 11135	<a href="#"><u>Prohibition of discrimination</u></a>
Gov. Code 12900-12996	<a href="#"><u>Fair Employment and Housing Act</u></a>
H&S Code 1596.792	<a href="#"><u>California Child Day Care Act; general provisions and definitions</u></a>

H&S Code 1596.7925	<a href="#">California Child Day Care Act; health and safety regulations</a>
Pen. Code 422.55	<a href="#">Definition of hate crime</a>
Pen. Code 422.6	<a href="#">Crimes; harassment</a>
<b>Federal</b>	<b>Description</b>
20 USC 1221	<a href="#">Application of laws</a>
20 USC 1232g	<a href="#">Family Educational Rights and Privacy Act (FERPA) of 1974</a>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	<a href="#">Nondiscrimination on basis of disability; complaints</a>
29 USC 794	<a href="#">Rehabilitation Act of 1973; Section 504</a>
34 CFR 100.3	<a href="#">Prohibition of discrimination on basis of race, color or national origin</a>
34 CFR 104.7	<a href="#">Section 504; Designation of responsible employee and adoption of grievances procedures</a>
34 CFR 106.1-106.82	<a href="#">Nondiscrimination on the basis of sex in education programs or activities</a>
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	<a href="#">Recipient's response to sexual harassment</a>
34 CFR 106.45	<a href="#">Grievance process for formal complaints of sexual harassment</a>
34 CFR 106.8	<a href="#">Designation of coordinator; dissemination of policy, and adoption of grievance procedures</a>
34 CFR 110.25	<a href="#">Notification of nondiscrimination on the basis of age</a>
34 CFR 99.1-99.67	<a href="#">Family Educational Rights and Privacy</a>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	<a href="#">Americans with Disabilities Act</a>

42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	<a href="#">Age Discrimination Act of 1975</a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#">Uniform Complaint Procedure Program Instrument</a>
California Department of Education Publication	<a href="#">Sample UCP Board Policies and Procedures</a>
California Department of Justice Publication	<a href="#">Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024</a>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
CSBA Publication	<a href="#">Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</a>
CSBA Publication	<a href="#">Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</a>
CSBA Publication	<a href="#">Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</a>
Federal Register	<a href="#">Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">Student Privacy Policy Office</a>
Website	<a href="#">U.S. Department of Agriculture</a>
Website	<a href="#">California Department of Social Services</a>
Website	<a href="#">U.S. Department of Justice</a>

Website	<a href="#">California Civil Rights Department</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees

1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development

4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance

5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education

5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
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6163.1	Library Media Centers
6164.2	Guidance/Counseling Services

6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
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9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

**Exhibit 1312.3-E(1): Uniform Complaint Procedures**

**Status: NEW**

**Original Adopted Date: 10/01/2025 | Last Revised Date: 10/01/2025**

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

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 uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form when available from the following website: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

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These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

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2 CCR 11023	<u><a href="#">Harassment and discrimination prevention and correction</a></u>
5 CCR 15580-15584	<u><a href="#">Child nutrition programs complaint procedures</a></u>

5 CCR 3200-3205	<a href="#"><u>Special education compliance complaints</u></a>
5 CCR 4600-4670	<a href="#"><u>Uniform complaint procedures</u></a>
5 CCR 4600-4687	<a href="#"><u>Uniform complaint procedures and Williams complaints</u></a>
5 CCR 4690-4694	<a href="#"><u>Complaints regarding health and safety issues in license-exempt preschool programs</u></a>
5 CCR 4900-4965	<a href="#"><u>Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance</u></a>
Ed. Code 18100-18203	<a href="#"><u>School libraries</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 32280-32289.5	<a href="#"><u>School safety plans</u></a>
Ed. Code 33315	<a href="#"><u>Uniform complaint procedures</u></a>
Ed. Code 35186	<a href="#"><u>Williams uniform complaint procedures</u></a>
Ed. Code 46015	<a href="#"><u>Parental leave for students</u></a>
Ed. Code 48645.7	<a href="#"><u>Juvenile court schools</u></a>
Ed. Code 48853-48853.5	<a href="#"><u>Foster youth</u></a>
Ed. Code 48900.5	<a href="#"><u>Suspension; other means of correction</u></a>
Ed. Code 48985	<a href="#"><u>Notices to parents in language other than English</u></a>
Ed. Code 49010-49013	<a href="#"><u>Student fees</u></a>
Ed. Code 49060-49079	<a href="#"><u>Student records</u></a>
Ed. Code 49069.5	<a href="#"><u>Records of foster youth</u></a>
Ed. Code 49490-49590	<a href="#"><u>Child nutrition programs</u></a>
Ed. Code 49701	<a href="#"><u>Provisions of the Interstate Compact on Educational Opportunities for Military Children</u></a>
Ed. Code 51204.5	<a href="#"><u>Social sciences instruction; contributions of specified groups</u></a>
Ed. Code 51210	<a href="#"><u>Course of study for grades 1-6</u></a>
Ed. Code 51222	<a href="#"><u>Physical education</u></a>
Ed. Code 51223	<a href="#"><u>Physical education; elementary schools</u></a>
Ed. Code 51225.1-51225.25	<a href="#"><u>Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements</u></a>

Ed. Code 51226-51226.1	<a href="#"><u>Career technical education</u></a>
Ed. Code 51228.1-51228.3	<a href="#"><u>Course periods without educational content</u></a>
Ed. Code 51501	<a href="#"><u>Nondiscriminatory subject matter</u></a>
Ed. Code 52059.5	<a href="#"><u>Statewide system of support</u></a>
Ed. Code 52060-52077	<a href="#"><u>Local control and accountability plan</u></a>
Ed. Code 52075	<a href="#"><u>Complaint for lack of compliance with local control and accountability plan requirements</u></a>
Ed. Code 52300-52462	<a href="#"><u>Career technical education</u></a>
Ed. Code 52500-52617	<a href="#"><u>Adult schools</u></a>
Ed. Code 54400-54425	<a href="#"><u>Compensatory education programs</u></a>
Ed. Code 54440-54445	<a href="#"><u>Migrant education</u></a>
Ed. Code 54460-54529	<a href="#"><u>Compensatory education programs</u></a>
Ed. Code 59000-59300	<a href="#"><u>Special schools and centers</u></a>
Ed. Code 60010	<a href="#"><u>Instructional materials; definition</u></a>
Ed. Code 60040-60052	<a href="#"><u>Requirements for instructional materials</u></a>
Ed. Code 64000-64001	<a href="#"><u>Consolidated application process; school plan for student achievement</u></a>
Ed. Code 65000-65001	<a href="#"><u>School site councils</u></a>
Ed. Code 8200-8488	<a href="#"><u>Child care and development programs</u></a>
Ed. Code 8500-8538	<a href="#"><u>Adult basic education</u></a>
Gov. Code 11135	<a href="#"><u>Prohibition of discrimination</u></a>
Gov. Code 12900-12996	<a href="#"><u>Fair Employment and Housing Act</u></a>
H&S Code 1596.792	<a href="#"><u>California Child Day Care Act; general provisions and definitions</u></a>
H&S Code 1596.7925	<a href="#"><u>California Child Day Care Act; health and safety regulations</u></a>
Pen. Code 422.55	<a href="#"><u>Definition of hate crime</u></a>
Pen. Code 422.6	<a href="#"><u>Crimes; harassment</u></a>
<b>Federal</b>	<b>Description</b>
20 USC 1221	<a href="#"><u>Application of laws</u></a>

20 USC 1232g	<a href="#"><u>Family Educational Rights and Privacy Act (FERPA) of 1974</u></a>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	<a href="#"><u>Nondiscrimination on basis of disability; complaints</u></a>
29 USC 794	<a href="#"><u>Rehabilitation Act of 1973; Section 504</u></a>
34 CFR 100.3	<a href="#"><u>Prohibition of discrimination on basis of race, color or national origin</u></a>
34 CFR 104.7	<a href="#"><u>Section 504; Designation of responsible employee and adoption of grievances procedures</u></a>
34 CFR 106.1-106.82	<a href="#"><u>Nondiscrimination on the basis of sex in education programs or activities</u></a>
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	<a href="#"><u>Recipient's response to sexual harassment</u></a>
34 CFR 106.45	<a href="#"><u>Grievance process for formal complaints of sexual harassment</u></a>
34 CFR 106.8	<a href="#"><u>Designation of coordinator; dissemination of policy, and adoption of grievance procedures</u></a>
34 CFR 110.25	<a href="#"><u>Notification of nondiscrimination on the basis of age</u></a>
34 CFR 99.1-99.67	<a href="#"><u>Family Educational Rights and Privacy</u></a>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	<a href="#"><u>Americans with Disabilities Act</u></a>
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	<a href="#"><u>Age Discrimination Act of 1975</u></a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#"><u>Uniform Complaint Procedure Program Instrument</u></a>

California Department of Education Publication	<a href="#"><u>Sample UCP Board Policies and Procedures</u></a>
California Department of Justice Publication	<a href="#"><u>Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024</u></a>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
CSBA Publication	<a href="#"><u>Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</u></a>
CSBA Publication	<a href="#"><u>Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</u></a>
CSBA Publication	<a href="#"><u>Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</u></a>
Federal Register	<a href="#"><u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</u></a>
U.S. DOE, Office for Civil Rights Publication	<a href="#"><u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u></a>
U.S. DOE, Office for Civil Rights Publication	<a href="#"><u>Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014</u></a>
Website	<a href="#"><u>CSBA District and County Office of Education Legal Services</u></a>
Website	<a href="#"><u>Student Privacy Policy Office</u></a>
Website	<a href="#"><u>U.S. Department of Agriculture</u></a>
Website	<a href="#"><u>California Department of Social Services</u></a>
Website	<a href="#"><u>U.S. Department of Justice</u></a>
Website	<a href="#"><u>California Civil Rights Department</u></a>
Website	<a href="#"><u>California Department of Education</u></a>
Website	<a href="#"><u>CSBA</u></a>
Website	<a href="#"><u>U.S. Department of Education, Office for Civil Rights</u></a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures

1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment

4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco

5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
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5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
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5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
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6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
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9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
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9322	Agenda/Meeting Materials

**Exhibit 1312.3-E(2): Uniform Complaint Procedures**

**Status: NEW**

**Original Adopted Date: 10/01/2025 | Last Revised Date: 10/01/2025**

**PRESCHOOL COMPLAINT FORM:  
UNIFORM COMPLAINT PROCEDURES**

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. 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: \_\_\_\_\_

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.)

- The preschool does not have outdoor shade that is safe and in good repair
- Drinking water is not accessible and/or readily available throughout the day
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
- Restroom facilities are not available only for preschoolers and kindergartners
- The preschool program does not provide visual supervision of children at all times

- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time
- Playground equipment is not safe, in good repair, or age appropriate

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary and as you wish to fully describe the situation.

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Please file this complaint at the following location:

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 (preschool administrator or designee)

-----  
 (address)

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)

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5 CCR 4600-4687	<u>Uniform complaint procedures and Williams complaints</u>

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Ed. Code 51228.1-51228.3	<u>Course periods without educational content</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>

Ed. Code 52059.5	<a href="#"><u>Statewide system of support</u></a>
Ed. Code 52060-52077	<a href="#"><u>Local control and accountability plan</u></a>
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20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

20 USC 6301-6576	<a href="#">Title I Improving the Academic Achievement of the Disadvantaged</a>
20 USC 6801-7014	<a href="#">Title III language instruction for limited English proficient and immigrant students</a>
28 CFR 35.107	<a href="#">Nondiscrimination on basis of disability; complaints</a>
29 USC 794	<a href="#">Rehabilitation Act of 1973; Section 504</a>
34 CFR 100.3	<a href="#">Prohibition of discrimination on basis of race, color or national origin</a>
34 CFR 104.7	<a href="#">Section 504; Designation of responsible employee and adoption of grievances procedures</a>
34 CFR 106.1-106.82	<a href="#">Nondiscrimination on the basis of sex in education programs or activities</a>
34 CFR 106.30	<a href="#">Discrimination on the basis of sex in education programs and activities; definitions</a>
34 CFR 106.44	<a href="#">Recipient's response to sexual harassment</a>
34 CFR 106.45	<a href="#">Grievance process for formal complaints of sexual harassment</a>
34 CFR 106.8	<a href="#">Designation of coordinator; dissemination of policy, and adoption of grievance procedures</a>
34 CFR 110.25	<a href="#">Notification of nondiscrimination on the basis of age</a>
34 CFR 99.1-99.67	<a href="#">Family Educational Rights and Privacy</a>
42 USC 11431-11435	<a href="#">McKinney-Vento Homeless Assistance Act</a>
42 USC 12101-12213	<a href="#">Americans with Disabilities Act</a>
42 USC 2000d-2000d-7	<a href="#">Title VI, Civil Rights Act of 1964</a>
42 USC 2000h-2-2000h-6	<a href="#">Title IX of the Civil Rights Act of 1964</a>
42 USC 6101-6107	<a href="#">Age Discrimination Act of 1975</a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#">Uniform Complaint Procedure Program Instrument</a>
California Department of Education Publication	<a href="#">Sample UCP Board Policies and Procedures</a>
California Department of Justice Publication	<a href="#">Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024</a>
Court Decision	<a href="#">Tennessee v. Cardona (2024) 737 F.Supp.3d 510</a>

Court Decision	<a href="#">Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581</a>
Court Decision	<a href="#">John T. D. v. River Delta Joint Unified School District (2021) WL 5176356</a>
CSBA Publication	<a href="#">Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</a>
CSBA Publication	<a href="#">Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</a>
CSBA Publication	<a href="#">Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</a>
Federal Register	<a href="#">Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">Student Privacy Policy Office</a>
Website	<a href="#">U.S. Department of Agriculture</a>
Website	<a href="#">California Department of Social Services</a>
Website	<a href="#">U.S. Department of Justice</a>
Website	<a href="#">California Civil Rights Department</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

### Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils

0420.41	Charter School Oversight
0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability 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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges

3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures

4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases

5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
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
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children

6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Kristen Pifko

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Revisions to AR 3512 Equipment (Pifko/Núñez)**

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The administration is recommending a revision to AR 3512 Equipment, to reflect changes in accordance with 2 CFR 200.439 and 2 CFR 200.313(d), which detail the requirements for the purchase of equipment with Federal funds. New language is indicated in underlined red font, removed language is shown with a strikethrough, and moved text is displayed in bold purple font.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

None at this time. AR 3512 will be presented for Second Reading and Adoption at the next Board Meeting on October 1, 2025.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 3512 \(5 pages\)](#)

**Regulation 3512: Equipment**

**Status:** ADOPTED

**Original Adopted Date:** 10/19/2011 | **Last Reviewed Date:** 10/19/2011

Employees and/or students shall use district equipment only for school-related tasks. The Superintendent or designee shall ensure that all employees understand that personal use of district equipment is prohibited and that a violation may be cause for disciplinary action.

The district shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Superintendent or designee shall ensure that it will be shared within and among the schools.

When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters.

The principal shall approve the removal of district-owned equipment from the school site. When any equipment is taken off-site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

**Transfer of Equipment to a New Site**

Employees transferred to another school shall take with them only those personal items that have been purchased with their own funds. Items paid for by the district, school-connected organizations or grants shall remain at the initial location unless the principals of both schools make special arrangements that serve the best interests of the districtwide instructional program.

Equipment and materials unique to a special program being moved to another site may be moved to the new location upon the approval of both principals.

**Equipment Acquired by Federal Funds**

**The following rules of allowability must apply to equipment and other capital expenditures: (2 CFR 200.439)**

- 1. Capital expenditures for general purpose equipment, buildings, and land are allowable as direct costs, but only with the prior written approval of the Federal agency or pass-through entity.**
- 2. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal agency or pass-through entity (CSAM Procedure 770).**
- 3. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are allowable as a direct cost, but only with the prior written approval of the Federal agency or pass-through entity.**
- 4. When approved as a direct cost in accordance with paragraphs (b)(1) through (3), capital expenditures must be charged in the period in which the expenditure is incurred or as otherwise determined appropriate and negotiated with the Federal agency.**
- 5. The recipient or subrecipient may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency for indirect cost.**

6. Cost of equipment disposal. If the Federal agency instructs the recipient or subrecipient to otherwise dispose of or transfer the equipment, the costs of disposal or transfer are allowable.
7. Equipment and other capital expenditures are unallowable as indirect costs. See 2 CFR 200.436.

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a federal agency. (34 CFR 80.32)

All equipment purchased with Consolidated Application funds shall be labeled with the name of the project, identification number and name of the district. (5 CCR 3946)

Each principal or designee shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed: (~~34 CFR 80.32~~)

1. Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property. (2 CFR 200.313(d))

2. A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years. (2 CFR 200.313(d))

~~1.3~~ A control system shall be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated. (~~34 CFR 80.32, 2 CFR 200.313(d)~~)

4. Regular and Adequate maintenance procedures shall be developed to keep the property in good condition. (34 CFR 80.32, 2 CFR 200.313(d))

~~2.5~~ If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return. (2 CFR 200.313(d))

If equipment is used for a purpose other than that for which it was originally purchased, the inventory shall include a dated statement justifying its current use.

**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 Governing 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 16023

**Description**

Class 1 - Permanent records

5 CCR 3946	<a href="#">Control, safeguards, disposal of equipment purchased with consolidated application funds</a>
5 CCR 4424	<a href="#">Comparability of services</a>
Ed. Code 17540-17542	<a href="#">Sale or lease of personal property by one district to another</a>
Ed. Code 17545-17555	<a href="#">Sale of personal property</a>
Ed. Code 17605	<a href="#">Delegation of authority to purchase supplies and equipment</a>
Ed. Code 35160	<a href="#">Authority of governing boards</a>
Ed. Code 35168	<a href="#">Inventory of equipment</a>
Ed. Code 64000-64001	<a href="#">Consolidated application process</a>

**Federal**

2 CFR 200.0-200.521	<a href="#">Federal uniform grant guidance</a>
20 USC 6321	<a href="#">Fiscal requirements/comparability of services</a>

**Management Resources**

California Department of Education Publication	<a href="#">Description</a> <a href="#">California School Accounting Manual</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">Office of Management and Budget</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0440	<a href="#">District Technology Plan</a>
0440	<a href="#">District Technology Plan</a>
3000	<a href="#">Concepts And Roles</a>
3230	<a href="#">Federal Grant Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3300	<a href="#">Expenditures And Purchases</a>
3311	<a href="#">Bids</a>

3311	<a href="#"><u>Bids</u></a>
3440	<a href="#"><u>Inventories</u></a>
3515.4	<a href="#"><u>Recovery For Property Loss Or Damage</u></a>
3515.4	<a href="#"><u>Recovery For Property Loss Or Damage</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3540	<a href="#"><u>Transportation</u></a>
3540	<a href="#"><u>Transportation</u></a>
3551	<a href="#"><u>Food Service Operations/Cafeteria Fund</u></a>
3551	<a href="#"><u>Food Service Operations/Cafeteria Fund</u></a>
4040	<a href="#"><u>Employee Use Of Technology</u></a>
4040	<a href="#"><u>Employee Use Of Technology</u></a>
4040-E PDF(1)	<a href="#"><u>Employee Use Of Technology</u></a>
4119.25	<a href="#"><u>Political Activities Of Employees</u></a>
4119.25	<a href="#"><u>Political Activities Of Employees</u></a>
4141.6	<a href="#"><u>Concerted Action/Work Stoppage</u></a>
4141.6	<a href="#"><u>Concerted Action/Work Stoppage</u></a>
4156.3	<a href="#"><u>Employee Property Reimbursement</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4219.25	<a href="#"><u>Political Activities Of Employees</u></a>
4219.25	<a href="#"><u>Political Activities Of Employees</u></a>
4241.6	<a href="#"><u>Concerted Action/Work Stoppage</u></a>
4241.6	<a href="#"><u>Concerted Action/Work Stoppage</u></a>
4256.3	<a href="#"><u>Employee Property Reimbursement</u></a>
4319.25	<a href="#"><u>Political Activities Of Employees</u></a>
4319.25	<a href="#"><u>Political Activities Of Employees</u></a>
4356.3	<a href="#"><u>Employee Property Reimbursement</u></a>
5142	<a href="#"><u>Safety</u></a>
5142	<a href="#"><u>Safety</u></a>

5144	<a href="#"><u>Discipline</u></a>
5144	<a href="#"><u>Discipline</u></a>
6000	<a href="#"><u>Concepts And Roles</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4-E PDF(1)	<a href="#"><u>Student Use Of Technology</u></a>
6171	<a href="#"><u>Title I Programs</u></a>
6171	<a href="#"><u>Title I Programs</u></a>
9270	<a href="#"><u>Conflict Of Interest</u></a>
9270-E PDF(1)	<a href="#"><u>Conflict Of Interest</u></a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – BP/AR 4030: Nondiscrimination in Employment (Revised)| (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy and regulation have undergone a comprehensive update. These updates ensure that the district’s governance framework remains current and legally compliant.

Key highlights of the update include:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- The policy and regulation will be presented for a second reading and adoption at the October 01, 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:** [REVISED Policy 4030 Nondiscrimination in Employment \(11 pages\)](#)  
[REVISED Regulation 4030 Nondiscrimination in Employment \(12 pages\)](#)

**Policy 4030: Nondiscrimination In Employment**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 0/07/2025 | Last Reviewed Date: 10/01/2025

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include ~~job applicants,~~ interns, volunteers, ~~and contractors, job applicants, and other~~ persons who contracted with an employment relationship 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 one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race; ~~color or ethnicity;~~ ancestry; color; ethnic group identification; nationality; national origin; age; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and/or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, ~~family, or marital status; physical or mental disability; medical condition; genetic information; veteran or military status; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression, and family status;~~ 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) (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)~~

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 such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

~~Unless~~

In addition, 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 person'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 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 ~~as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment~~ based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation
  - b. Religious creed discrimination based on an employee's religious belief ~~or~~, observance, and practice, 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
  - f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

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 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 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.~~(Government Code 12964.5)

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 within one workday. All other employees shall report such incidents to their supervisor 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.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

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, 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)

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**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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	<a href="#"><u>Harassment and discrimination prevention and correction</u></a>
2 CCR 11024	<a href="#"><u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u></a>
2 CCR 11027-11028	<a href="#"><u>National origin and ancestry discrimination</u></a>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	<a href="#"><u>Inalienable rights</u></a>
Civ. Code 51.7	<a href="#"><u>Freedom from violence or intimidation</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Gov. Code 11135	<a href="#"><u>Prohibition of discrimination</u></a>
Gov. Code 12900-12996	<a href="#"><u>Fair Employment and Housing Act</u></a>
Gov. Code 12940-12954	<a href="#"><u>Unlawful employment practices</u></a>
Gov. Code 12960-12976	<a href="#"><u>Unlawful employment practices; complaints</u></a>
Lab. Code 1030-1034	<a href="#"><u>Lactation Accommodation</u></a>
Lab. Code 1197.5	<a href="#"><u>Wages, hours, and working conditions</u></a>
Lab. Code 79-107	<a href="#"><u>Division of Labor Standards Enforcement</u></a>

Pen. Code 422.56

**Federal**

20 USC 1681-1688

28 CFR 35.101-35.190

29 CFR 1636

29 USC 218d

29 USC 621-634

29 USC 794

34 CFR 100.6

34 CFR 104.7

34 CFR 104.8

34 CFR 106.1-106.82

34 CFR 110.1-110.39

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

42 USC 2000ff-2000ff-11

42 USC 2000gg-2000gg-6

42 USC 2000h-2-2000h-6

42 USC 6101-6107

U.S. Constitution, First Amendment

**Management Resources**

CA Civil Rights Department  
Publication

[Definitions; hate crimes](#)

**Description**

Title IX of the Education Amendments of 1972;  
discrimination based on sex

[Americans with Disabilities Act](#)

[Implementation of the Pregnant Workers Fairness Act](#)

[Fair Labor Standards Act; Providing Urgent Maternal  
Protections for Nursing Mothers \(PUMP\) Act](#)

[Age Discrimination in Employment Act](#)

[Rehabilitation Act of 1973; Section 504](#)

[Title VI; Compliance information](#)

[Section 504; Designation of responsible employee and  
adoption of grievances procedures](#)

[Notice of Nondiscrimination on the Basis of Handicap](#)

[Discrimination on the basis of sex; effectuating Title IX](#)

[Nondiscrimination on the basis of age](#)

[Americans with Disabilities Act](#)

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

[Genetic Information Nondiscrimination Act of 2008](#)

[Pregnant Workers Fairness Act](#)

Title IX of the Civil Rights Act of 1964

[Age discrimination in federally assisted programs](#)

[Free exercise, free speech, and establishment clauses](#)

**Description**

[Sexual Harassment, January 2023](#)

[Family Care and Medical Leave and Pregnancy Disability  
Leave, January 2023](#)

[California Law Prohibits Workplace Discrimination and  
Harassment, January 2024](#)

[The Rights of Employees Who Are Transgender or  
Gender Nonconforming: Fact Sheet, November 2022](#)

CA Civil Rights Department Publication	<a href="#"><u>Harassment Prevention Guide for California Employers, 2017</u></a>
CA Civil Rights Department Publication	<a href="#"><u>Your Rights and Obligations as a Pregnant Employee, January 2023</u></a>
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	<a href="#"><u>Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742</u></a>
Court Decision	<a href="#"><u>Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775</u></a>
Court Decision	<a href="#"><u>Groff v. DeJoy (2023) 600 U.S. 447</u></a>
Court Decision	<a href="#"><u>Kennedy v. Bremerton (2022) 142 S.Ct. 2407</u></a>
Court Decision	<a href="#"><u>Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837</u></a>
Court Decision	<a href="#"><u>Thomson v. North American Stainless LP (2011) 62 U.S. 170</u></a>
Federal Register	<a href="#"><u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</u></a>
U.S. Department of Education Publication	<a href="#"><u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u></a>
U.S. DOE, Office for Civil Rights Publication	<a href="#"><u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u></a>
U.S. Equal Employment Opportunity Comm Publication	<a href="#"><u>EEOC Compliance Manual</u></a>
Website	<a href="#"><u>U.S. Department of Labor, Office of Federal Contract Compliance Program</u></a>
Website	<a href="#"><u>CSBA District and County Office of Education Legal Services</u></a>

Website	<a href="#">California Department of Industrial Relations</a>
Website	<a href="#">California Civil Rights Department</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
1113	<a href="#">District And School Websites</a>
1113	<a href="#">District And School Websites</a>
1113-E(1)	<a href="#">District And School Websites</a>
1114	<a href="#">District-Sponsored Social Media</a>
1114	<a href="#">District-Sponsored Social Media</a>
1240	<a href="#">Volunteer Assistance</a>
1240	<a href="#">Volunteer Assistance</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(1)	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(2)	<a href="#">Uniform Complaint Procedures</a>
1313	<a href="#">Civility</a>
3312	<a href="#">Contracts</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
3600	<a href="#">Consultants</a>
4000	<a href="#">Concepts And Roles</a>
4032	<a href="#">Reasonable Accommodation</a>

4033	<a href="#"><u>Lactation Accommodation</u></a>
4111	<a href="#"><u>Recruitment And Selection</u></a>
4111.2	<a href="#"><u>Legal Status Requirement</u></a>
4111.2	<a href="#"><u>Legal Status Requirement</u></a>
4112.4	<a href="#"><u>Health Examinations</u></a>
4112.41	<a href="#"><u>Employee Drug Testing</u></a>
4112.41	<a href="#"><u>Employee Drug Testing</u></a>
4112.5	<a href="#"><u>Criminal Record Check</u></a>
4112.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
4112.6	<a href="#"><u>Personnel Files</u></a>
4112.8	<a href="#"><u>Employment Of Relatives</u></a>
4112.9	<a href="#"><u>Employee Notifications</u></a>
4112.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4113.5	<a href="#"><u>Working Remotely</u></a>
4114	<a href="#"><u>Transfers</u></a>
4118	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4118	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4119.1	<a href="#"><u>Civil And Legal Rights</u></a>
4119.11	<a href="#"><u>Sexual Harassment</u></a>
4119.11	<a href="#"><u>Sexual Harassment</u></a>
4119.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4119.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4119.22	<a href="#"><u>Dress And Grooming</u></a>
4119.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4119.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4131	<a href="#"><u>Staff Development</u></a>
4144	<a href="#"><u>Complaints</u></a>
4144	<a href="#"><u>Complaints</u></a>
4151	<a href="#"><u>Employee Compensation</u></a>

4154	<a href="#"><u>Health And Welfare Benefits</u></a>
4154	<a href="#"><u>Health And Welfare Benefits</u></a>
4161.5	<a href="#"><u>Military Leave</u></a>
4161.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4211	<a href="#"><u>Recruitment And Selection</u></a>
4211.2	<a href="#"><u>Legal Status Requirement</u></a>
4211.2	<a href="#"><u>Legal Status Requirement</u></a>
4212.4	<a href="#"><u>Health Examinations</u></a>
4212.41	<a href="#"><u>Employee Drug Testing</u></a>
4212.41	<a href="#"><u>Employee Drug Testing</u></a>
4212.6	<a href="#"><u>Personnel Files</u></a>
4212.8	<a href="#"><u>Employment Of Relatives</u></a>
4212.9	<a href="#"><u>Employee Notifications</u></a>
4212.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4213.5	<a href="#"><u>Working Remotely</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4218.1	<a href="#"><u>Dismissal/Suspension/Disciplinary Action (Merit System)</u></a>
4219.1	<a href="#"><u>Civil And Legal Rights</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4219.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4219.22	<a href="#"><u>Dress And Grooming</u></a>
4219.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4219.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4231	<a href="#"><u>Staff Development</u></a>
4244	<a href="#"><u>Complaints</u></a>
4244	<a href="#"><u>Complaints</u></a>

4251	<a href="#"><u>Employee Compensation</u></a>
4254	<a href="#"><u>Health And Welfare Benefits</u></a>
4254	<a href="#"><u>Health And Welfare Benefits</u></a>
4261.5	<a href="#"><u>Military Leave</u></a>
4261.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4311	<a href="#"><u>Recruitment And Selection</u></a>
4311.2	<a href="#"><u>Legal Status Requirement</u></a>
4311.2	<a href="#"><u>Legal Status Requirement</u></a>
4312.4	<a href="#"><u>Health Examinations</u></a>
4312.41	<a href="#"><u>Employee Drug Testing</u></a>
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4312.6	<a href="#"><u>Personnel Files</u></a>
4312.8	<a href="#"><u>Employment Of Relatives</u></a>
4312.9	<a href="#"><u>Employee Notifications</u></a>
4312.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4313.5	<a href="#"><u>Working Remotely</u></a>
4319.1	<a href="#"><u>Civil And Legal Rights</u></a>
4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4319.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4319.22	<a href="#"><u>Dress And Grooming</u></a>
4319.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4319.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4331	<a href="#"><u>Staff Development</u></a>
4344	<a href="#"><u>Complaints</u></a>
4344	<a href="#"><u>Complaints</u></a>
4351	<a href="#"><u>Employee Compensation</u></a>
4354	<a href="#"><u>Health And Welfare Benefits</u></a>

4354	<a href="#"><u>Health And Welfare Benefits</u></a>
4361.5	<a href="#"><u>Military Leave</u></a>
4361.8	<a href="#"><u>Family Care And Medical Leave</u></a>
5145.71	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
5145.71-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
9000	<a href="#"><u>Role Of The Board</u></a>
9321	<a href="#"><u>Closed Session</u></a>
9321-E(1)	<a href="#"><u>Closed Session</u></a>
9321-E(2)	<a href="#"><u>Closed Session</u></a>

**Regulation 4030: Nondiscrimination In Employment**

**Status:** ADOPTED

**Original Adopted Date:** 08/24/2016 | **Last Revised Date:** 05/07/2025 | **Last Reviewed Date:** 10/01/2025

All ~~allegations of complaints alleging~~ discrimination in employment, ~~including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to as defined in the district accompanying Board policy,~~ shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging ~~sex discrimination~~ sexual harassment 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~~ Sexual Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to 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  
1051 South A Street  
Oxnard, CA 93030  
805-385-1501 extension 2050

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation in district 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)
2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (Education Code 234.1; 5 CCR 4960; 34 CFR 100.6, 106.8)
  - 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 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

~~1.—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.~~

~~-~~

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training 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)

6. 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
7. 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 alleging unlawful discrimination or harassment covered by this administrative regulation and accompanying Board policy shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent 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 complaint.~~

The complainant may first attempt to resolve the situation informally with 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, 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 disclosed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person(s) 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 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 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 prevent further incidents. 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 the findings

~~-~~This timeline may be extended by the coordinator for good cause. If an extension is needed, the coordinator shall notify the 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 shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to 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: The complainant or any of the person(s) 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, and~~ 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.

## Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either ~~California Civil Rights Department (CRD)~~CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by 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~~EEOC 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)

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### 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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	<a href="#">Harassment and discrimination prevention and correction</a>
2 CCR 11024	<a href="#">Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</a>
2 CCR 11027-11028	<a href="#">National origin and ancestry discrimination</a>

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	<a href="#">Inalienable rights</a>
Civ. Code 51.7	<a href="#">Freedom from violence or intimidation</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 11135	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	<a href="#">Fair Employment and Housing Act</a>
Gov. Code 12940-12954	<a href="#">Unlawful employment practices</a>
Gov. Code 12960-12976	<a href="#">Unlawful employment practices; complaints</a>
Lab. Code 1030-1034	<a href="#">Lactation Accommodation</a>
Lab. Code 1197.5	<a href="#">Wages, hours, and working conditions</a>
Lab. Code 79-107	<a href="#">Division of Labor Standards Enforcement</a>
Pen. Code 422.56	<a href="#">Definitions; hate crimes</a>
<b>Federal</b>	<b>Description</b>
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	<a href="#">Implementation of the Pregnant Workers Fairness Act</a>
29 USC 218d	<a href="#">Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act</a>
29 USC 621-634	<a href="#">Age Discrimination in Employment Act</a>
29 USC 794	<a href="#">Rehabilitation Act of 1973; Section 504</a>
34 CFR 100.6	<a href="#">Title VI; Compliance information</a>
34 CFR 104.7	<a href="#">Section 504; Designation of responsible employee and adoption of grievances procedures</a>
34 CFR 104.8	<a href="#">Notice of Nondiscrimination on the Basis of Handicap</a>
34 CFR 106.1-106.82	<a href="#">Discrimination on the basis of sex; effectuating Title IX</a>
34 CFR 110.1-110.39	<a href="#">Nondiscrimination on the basis of age</a>
42 USC 12101-12213	<a href="#">Americans with Disabilities Act</a>
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	<a href="#">Genetic Information Nondiscrimination Act of 2008</a>
42 USC 2000gg-2000gg-6	<a href="#">Pregnant Workers Fairness Act</a>
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	<a href="#">Age discrimination in federally assisted programs</a>
U.S. Constitution, First Amendment	<a href="#">Free exercise, free speech, and establishment clauses</a>
<b>Management Resources</b>	<b>Description</b>
CA Civil Rights Department Publication	<a href="#">Sexual Harassment, January 2023</a>
CA Civil Rights Department Publication	<a href="#">Family Care and Medical Leave and Pregnancy Disability Leave, January 2023</a>
CA Civil Rights Department Publication	<a href="#">California Law Prohibits Workplace Discrimination and Harassment, January 2024</a>
CA Civil Rights Department Publication	<a href="#">The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022</a>
CA Civil Rights Department Publication	<a href="#">Harassment Prevention Guide for California Employers, 2017</a>
CA Civil Rights Department Publication	<a href="#">Your Rights and Obligations as a Pregnant Employee, January 2023</a>
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	<a href="#">Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742</a>
Court Decision	<a href="#">Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775</a>
Court Decision	<a href="#">Groff v. DeJoy (2023) 600 U.S. 447</a>
Court Decision	<a href="#">Kennedy v. Bremerton (2022) 142 S.Ct. 2407</a>
Court Decision	<a href="#">Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837</a>

Court Decision	<a href="#"><u>Thomson v. North American Stainless LP (2011) 62 U.S. 170</u></a>
Federal Register	<a href="#"><u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</u></a>
U.S. Department of Education Publication	<a href="#"><u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u></a>
U.S. DOE, Office for Civil Rights Publication	<a href="#"><u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u></a>
U.S. Equal Employment Opportunity Comm Publication	<a href="#"><u>EEOC Compliance Manual</u></a>
Website	<a href="#"><u>U.S. Department of Labor, Office of Federal Contract Compliance Program</u></a>
Website	<a href="#"><u>CSBA District and County Office of Education Legal Services</u></a>
Website	<a href="#"><u>California Department of Industrial Relations</u></a>
Website	<a href="#"><u>California Civil Rights Department</u></a>
Website	<a href="#"><u>U.S. Department of Education, Office for Civil Rights</u></a>
Website	<a href="#"><u>U.S. Equal Employment Opportunity Commission</u></a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#"><u>Nondiscrimination In District Programs And Activities</u></a>
1113	<a href="#"><u>District And School Websites</u></a>
1113	<a href="#"><u>District And School Websites</u></a>
1113-E(1)	<a href="#"><u>District And School Websites</u></a>
1114	<a href="#"><u>District-Sponsored Social Media</u></a>
1114	<a href="#"><u>District-Sponsored Social Media</u></a>
1240	<a href="#"><u>Volunteer Assistance</u></a>
1240	<a href="#"><u>Volunteer Assistance</u></a>
1312.1	<a href="#"><u>Complaints Concerning District Employees</u></a>
1312.1	<a href="#"><u>Complaints Concerning District Employees</u></a>

1312.3	<a href="#"><u>Uniform Complaint Procedures</u></a>
1312.3	<a href="#"><u>Uniform Complaint Procedures</u></a>
1312.3-E(1)	<a href="#"><u>Uniform Complaint Procedures</u></a>
1312.3-E(2)	<a href="#"><u>Uniform Complaint Procedures</u></a>
1313	<a href="#"><u>Civility</u></a>
3312	<a href="#"><u>Contracts</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3580	<a href="#"><u>District Records</u></a>
3580	<a href="#"><u>District Records</u></a>
3600	<a href="#"><u>Consultants</u></a>
4000	<a href="#"><u>Concepts And Roles</u></a>
4032	<a href="#"><u>Reasonable Accommodation</u></a>
4033	<a href="#"><u>Lactation Accommodation</u></a>
4111	<a href="#"><u>Recruitment And Selection</u></a>
4111.2	<a href="#"><u>Legal Status Requirement</u></a>
4111.2	<a href="#"><u>Legal Status Requirement</u></a>
4112.4	<a href="#"><u>Health Examinations</u></a>
4112.41	<a href="#"><u>Employee Drug Testing</u></a>
4112.41	<a href="#"><u>Employee Drug Testing</u></a>
4112.5	<a href="#"><u>Criminal Record Check</u></a>
4112.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
4112.6	<a href="#"><u>Personnel Files</u></a>
4112.8	<a href="#"><u>Employment Of Relatives</u></a>
4112.9	<a href="#"><u>Employee Notifications</u></a>
4112.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4113.5	<a href="#"><u>Working Remotely</u></a>
4114	<a href="#"><u>Transfers</u></a>
4118	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4118	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>

4119.1	<a href="#"><u>Civil And Legal Rights</u></a>
4119.11	<a href="#"><u>Sexual Harassment</u></a>
4119.11	<a href="#"><u>Sexual Harassment</u></a>
4119.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4119.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4119.22	<a href="#"><u>Dress And Grooming</u></a>
4119.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4119.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4131	<a href="#"><u>Staff Development</u></a>
4144	<a href="#"><u>Complaints</u></a>
4144	<a href="#"><u>Complaints</u></a>
4151	<a href="#"><u>Employee Compensation</u></a>
4154	<a href="#"><u>Health And Welfare Benefits</u></a>
4154	<a href="#"><u>Health And Welfare Benefits</u></a>
4161.5	<a href="#"><u>Military Leave</u></a>
4161.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4211	<a href="#"><u>Recruitment And Selection</u></a>
4211.2	<a href="#"><u>Legal Status Requirement</u></a>
4211.2	<a href="#"><u>Legal Status Requirement</u></a>
4212.4	<a href="#"><u>Health Examinations</u></a>
4212.41	<a href="#"><u>Employee Drug Testing</u></a>
4212.41	<a href="#"><u>Employee Drug Testing</u></a>
4212.6	<a href="#"><u>Personnel Files</u></a>
4212.8	<a href="#"><u>Employment Of Relatives</u></a>
4212.9	<a href="#"><u>Employee Notifications</u></a>
4212.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4213.5	<a href="#"><u>Working Remotely</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>
4218	<a href="#"><u>Dismissal/Suspension/Disciplinary Action</u></a>

4218.1	<a href="#"><u>Dismissal/Suspension/Disciplinary Action (Merit System)</u></a>
4219.1	<a href="#"><u>Civil And Legal Rights</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4219.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4219.22	<a href="#"><u>Dress And Grooming</u></a>
4219.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4219.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4231	<a href="#"><u>Staff Development</u></a>
4244	<a href="#"><u>Complaints</u></a>
4244	<a href="#"><u>Complaints</u></a>
4251	<a href="#"><u>Employee Compensation</u></a>
4254	<a href="#"><u>Health And Welfare Benefits</u></a>
4254	<a href="#"><u>Health And Welfare Benefits</u></a>
4261.5	<a href="#"><u>Military Leave</u></a>
4261.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4311	<a href="#"><u>Recruitment And Selection</u></a>
4311.2	<a href="#"><u>Legal Status Requirement</u></a>
4311.2	<a href="#"><u>Legal Status Requirement</u></a>
4312.4	<a href="#"><u>Health Examinations</u></a>
4312.41	<a href="#"><u>Employee Drug Testing</u></a>
4312.41	<a href="#"><u>Employee Drug Testing</u></a>
4312.6	<a href="#"><u>Personnel Files</u></a>
4312.8	<a href="#"><u>Employment Of Relatives</u></a>
4312.9	<a href="#"><u>Employee Notifications</u></a>
4312.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4313.5	<a href="#"><u>Working Remotely</u></a>
4319.1	<a href="#"><u>Civil And Legal Rights</u></a>

4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4319.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4319.22	<a href="#"><u>Dress And Grooming</u></a>
4319.23	<a href="#"><u>Unauthorized Release Of Confidential/Privileged Information</u></a>
4319.41	<a href="#"><u>Employees With Infectious Disease</u></a>
4331	<a href="#"><u>Staff Development</u></a>
4344	<a href="#"><u>Complaints</u></a>
4344	<a href="#"><u>Complaints</u></a>
4351	<a href="#"><u>Employee Compensation</u></a>
4354	<a href="#"><u>Health And Welfare Benefits</u></a>
4354	<a href="#"><u>Health And Welfare Benefits</u></a>
4361.5	<a href="#"><u>Military Leave</u></a>
4361.8	<a href="#"><u>Family Care And Medical Leave</u></a>
5145.71	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
5145.71-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
9000	<a href="#"><u>Role Of The Board</u></a>
9321	<a href="#"><u>Closed Session</u></a>
9321-E(1)	<a href="#"><u>Closed Session</u></a>
9321-E(2)	<a href="#"><u>Closed Session</u></a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – BP 4033: Lactation Accommodation (Revised)| (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy has undergone a comprehensive update. This update ensures that the district's governance framework remains current and legally compliant.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- The policy will be presented for a second reading and adoption at the October 01, 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:** [REVISED 4033 Policy Lactation Accommodation \(5 pages\)](#)

**Policy 4033: Lactation Accommodation**

**Status:** ADOPTED

**Original Adopted Date:** 05/07/2025 | **Last Revised Date:** 05/07/2025 | **Last Reviewed Date:** 10/01/2025

The Governing Board recognizes the immediate and long-term health benefits of ~~breastfeeding~~breast milk 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 there exist 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~~For at least a year after the birth of a child, 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.~~

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)

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11035-11051	<a href="#">Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions</a>
Civ. Code 43.3	<a href="#">Right of mothers to breastfeed in any public or private location</a>
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	<a href="#">Unlawful discrimination based on pregnancy, childbirth, or related medical conditions</a>
Lab. Code 1030-1034	<a href="#">Lactation Accommodation</a>
Lab. Code 6382	<a href="#">Procedure for listing hazardous substances</a>
<b>Federal</b>	<b>Description</b>
29 CFR 1636	<a href="#">Implementation of the Pregnant Workers Fairness Act</a>
29 USC 218c	Fair Labor Standards Act; protections for employees
29 USC 218d	<a href="#">Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act</a>
42 USC 2000gg-2000gg-6	<a href="#">Pregnant Workers Fairness Act</a>
U.S. DoL, Wage and Hour Div., Publication	<a href="#">Education FAQs: Pump at Work Frequently Asked Questions</a>
<b>Management Resources</b>	<b>Description</b>
CA Department of Industrial Relations Publication	<a href="#">Rest Periods/Lactation Accommodation, Frequently Asked Questions</a>
California Civil Rights Department Decision	<a href="#">Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009</a>
California Department of Public Health Publication	<a href="#">Lactation Accommodation for Employers</a>
Office of the Surgeon General Publication	<a href="#">The Surgeon General's Call to Action to Support Breastfeeding, 2011</a>
U.S. DoL, Wage and Hour Div., Publication	<a href="#">Frequently Asked Questions: Pumping Breast Milk at Work</a>

U.S. DoL, Wage and Hour Div., Publication	<a href="#">Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023</a>
U.S. HHS Office on Women's Health Publication	<a href="#">The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Industrial Relations, Division of Labor and Standards Enforcement</a>
Website	<a href="#">California Department of Public Health</a>
Website	<a href="#">California Women, Infants and Children Program</a>
Website	<a href="#">Centers for Disease Control and Prevention</a>
Website	<a href="#">Health Resources and Services Administration</a>
Website	<a href="#">Office of the Surgeon General</a>
Website	<a href="#">U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

## Cross References

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4030	<a href="#">Nondiscrimination In Employment</a>
4032	<a href="#">Reasonable Accommodation</a>
4112.9	<a href="#">Employee Notifications</a>
4112.9-E(1)	<a href="#">Employee Notifications</a>
4113.4	<a href="#">Temporary Modified/Light-Duty Assignment</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.11	<a href="#">Sexual Harassment</a>
4119.12	<a href="#">Title IX Sexual Harassment Complaint Procedures</a>
4119.12-E(1)	<a href="#">Title IX Sexual Harassment Complaint Procedures</a>
4144	<a href="#">Complaints</a>
4144	<a href="#">Complaints</a>

4161.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4212.9	<a href="#"><u>Employee Notifications</u></a>
4212.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4213.4	<a href="#"><u>Temporary Modified/Light-Duty Assignment</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.11	<a href="#"><u>Sexual Harassment</u></a>
4219.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4219.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4244	<a href="#"><u>Complaints</u></a>
4244	<a href="#"><u>Complaints</u></a>
4261.8	<a href="#"><u>Family Care And Medical Leave</u></a>
4312.9	<a href="#"><u>Employee Notifications</u></a>
4312.9-E(1)	<a href="#"><u>Employee Notifications</u></a>
4313.4	<a href="#"><u>Temporary Modified/Light-Duty Assignment</u></a>
4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.11	<a href="#"><u>Sexual Harassment</u></a>
4319.12	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4319.12-E(1)	<a href="#"><u>Title IX Sexual Harassment Complaint Procedures</u></a>
4344	<a href="#"><u>Complaints</u></a>
4344	<a href="#"><u>Complaints</u></a>
4361.8	<a href="#"><u>Family Care And Medical Leave</u></a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Revisions to Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments (Fox/Nocero)**

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The Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted language has been added. The revised policies will be presented for a second reading and adoption at the October 1, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5131.7 Weapons and Dangerous Instruments for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Updated Policy 5131.7 Weapons And Dangerous Instruments \(5 pgs\)](#)  
[Updated Regulation 5131.7 Weapons And Dangerous Instruments \(5 pgs\)](#)

**Policy 5131.7: Weapons And Dangerous Instruments**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus free from psychological and physical harm and desires to protect them from the dangers presented by firearms and other weapons.

**Possession of Weapons**

The Board prohibits any student from possessing weapons, imitation firearms, or dangerous instruments, as defined in law and administrative regulation, of any kind in school buildings, on school grounds or buses, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless he/she has obtained prior written permission as specified below, any a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations. who is determined to have brought a firearm to school or possessed a firearm at school, as verified by a school employee, shall be expelled for not less than one year, except that the Board may set an earlier date for readmission on a case-by-case basis, in accordance with Board policy and administrative regulation. (20 USC 7151; Education Code 48915)

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Students possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

Under the power granted to the Board to maintain order and discipline in the schools and to protect the safety of students, staff, and the public, any school employee is authorized to confiscate a weapon, dangerous instrument, or imitation firearm from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other dangerous weapon or instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (20 USC 7151; Education Code 48902; Penal Code 245, 626.9, 626.10)

**Advance Permission for Possession of a Weapon for Educational Purposes**

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession which explains the planned use of the weapon and the duration, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, the student and staff person shall be provided

with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, all necessary precautions shall be taken to ensure the safety of all persons on school grounds and the safe keeping of the weapon, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if the weapon is possessed or used inappropriately.

### **Possession of Pepper Spray**

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

### **Reporting of Dangerous Objects**

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

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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
Ed. Code 35291	<a href="#">Governing board to prescribe rules for discipline of the schools</a>
Ed. Code 48902	<a href="#">Mandatory notification of law enforcement authorities</a>
Ed. Code 48915	<a href="#">Required recommendation for expulsions</a>
Ed. Code 48916	<a href="#">Readmission</a>
Ed. Code 48980	<a href="#">Parent/Guardian notifications</a>
Ed. Code 49330-49335	<a href="#">Injurious objects</a>
Ed. Code 49390-49395	<a href="#">Homicide threats</a>

State	Description
Pen. Code 16100-17360	<a href="#">Definitions</a>
Pen. Code 22810-23025	<a href="#">Tear gas weapon (pepper spray)</a>
Pen. Code 245	<a href="#">Assault with deadly weapon</a>
Pen. Code 25200-25225	<a href="#">Firearms; access to children</a>
Pen. Code 30310	<a href="#">Prohibition against ammunition on school grounds</a>
Pen. Code 417.4	<a href="#">Imitation firearm; drawing or exhibiting</a>
Pen. Code 626.10	<a href="#">Dirks, daggers, knives, razor or stun gun; bringing or possessing in school</a>
Pen. Code 626.9	<a href="#">Gun-Free School Zone Act of 1995</a>

Federal	Description
20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	<a href="#">Gun-Free Schools Act</a>
6 USC 665k	<a href="#">Federal Clearinghouse on School Safety Evidence-Based Practices</a>

#### Management Resources

CSBA Publication	Description
U.S. Department of Education Publication, Guidance Concerning State and Local Responsibilities Schools Act, 2018	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
Under the Gun-Free Website	<a href="#">U.S. Department of Homeland Security, Fusion Centers</a>
Website	<a href="#">California State Threat Assessment System</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Education, Safe Schools</a>
Website	<a href="#">National Alliance for Safe Schools</a>
Website	<a href="#">National School Safety Center</a>
Website	<a href="#">U.S. Department of Education, Office of Safe and Drug Free Schools</a>
Website	<a href="#">California Department of Education, Safe Schools</a>
Website	<a href="#">CSBA</a>

#### Cross References

	Description
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
3515	<a href="#">Campus Security</a>
3515	<a href="#">Campus Security</a>
3515.7	<a href="#">Firearms On School Grounds</a>
3516.2	<a href="#">Bomb Threats</a>
4158	<a href="#">Employee Security</a>
4158	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>

4358

[Employee Security](#)

4358

[Employee Security](#)

Cross References

	Description
5116.1	<a href="#"><u>Intradistrict Open Enrollment</u></a>
5116.1	<a href="#"><u>Intradistrict Open Enrollment</u></a>
5125	<a href="#"><u>Student Records</u></a>
5125	<a href="#"><u>Student Records</u></a>
5131	<a href="#"><u>Conduct</u></a>
5131.41	<a href="#"><u>Use Of Seclusion And Restraint</u></a>
5136	<a href="#"><u>Gangs</u></a>
5136	<a href="#"><u>Gangs</u></a>
5137	<a href="#"><u>Positive School Climate</u></a>
5138	<a href="#"><u>Conflict Resolution/Peer Mediation</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5144	<a href="#"><u>Discipline</u></a>
5144	<a href="#"><u>Discipline</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.2	<a href="#"><u>Suspension And Expulsion/Due Process (Students With Disabilities)</u></a>
5145.12	<a href="#"><u>Search And Seizure</u></a>
5145.12	<a href="#"><u>Search And Seizure</u></a>

## Regulation 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
  2. Ammunition or reloaded ammunition
2. 3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 2-1/2 3-1/2 inches, folding knives with a blade that locks into place, and razors with an unguarded blade (Education Code 48915; Penal Code 626.10)
3. 4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
4. 5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun (Penal Code 626.10)
5. 6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code 42020 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
6. 7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900; Penal Code 12550)

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall ~~do~~ take one of the following actions:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

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
Ed. Code 35291	<a href="#"><u>Governing board to prescribe rules for discipline of the schools</u></a>
Ed. Code 48902	<a href="#"><u>Mandatory notification of law enforcement authorities</u></a>
Ed. Code 48915	<a href="#"><u>Required recommendation for expulsions</u></a>
Ed. Code 48916	<a href="#"><u>Readmission</u></a>

State	Description
Ed. Code 48980	<a href="#">Parent/Guardian notifications</a>
Ed. Code 49330-49335	<a href="#">Injurious objects</a>
Ed. Code 49390-49395	<a href="#">Homicide threats</a>
Pen. Code 16100-17360	<a href="#">Definitions</a>
Pen. Code 22810-23025	<a href="#">Tear gas weapon (pepper spray)</a>
Pen. Code 245	<a href="#">Assault with deadly weapon</a>
Pen. Code 25200-25225	<a href="#">Firearms; access to children</a>
Pen. Code 30310	<a href="#">Prohibition against ammunition on school grounds</a>
Pen. Code 417.4	<a href="#">Imitation firearm; drawing or exhibiting</a>
Pen. Code 626.10 <a href="#">possessing in school</a>	<a href="#">Dirks, daggers, knives, razor or stun gun; bringing or</a>
Pen. Code 626.9	<a href="#">Gun-Free School Zone Act of 1995</a>

Federal	Description
20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	<a href="#">Gun-Free Schools Act</a>
6 USC 665k <a href="#">Practices</a>	<a href="#">Federal Clearinghouse on School Safety Evidence-Based</a>

Management Resources	Description
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Schools Act, 2018
Under the Gun-Free Website	<a href="#">U.S. Department of Homeland Security, Fusion Centers</a>
Website	<a href="#">California State Threat Assessment System</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Education, Safe Schools</a>
Website	<a href="#">National Alliance for Safe Schools</a>
Website	<a href="#">National School Safety Center</a>
Website <a href="#">Schools</a>	<a href="#">U.S. Department of Education, Office of Safe and Drug Free</a>
Website	<a href="#">California Department of Education, Safe Schools</a>
Website	<a href="#">CSBA</a>

Cross References	Description
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
3515	<a href="#">Campus Security</a>
3515	<a href="#">Campus Security</a>
3515.7	<a href="#">Firearms On School Grounds</a>
3516.2	<a href="#">Bomb Threats</a>
4158	<a href="#">Employee Security</a>

4158

[Employee Security](#)

4258

[Employee Security](#)

Cross References

4258

Description

[Employee Security](#)

4358

[Employee Security](#)

4358

[Employee Security](#)

5116.1

[Intradistrict Open Enrollment](#)

5116.1

[Intradistrict Open Enrollment](#)

5125

[Student Records](#)

5125

[Student Records](#)

5131

[Conduct](#)

5131.41

[Use Of Seclusion And Restraint](#)

5136

[Gangs](#)

5136

[Gangs](#)

5137

[Positive School Climate](#)

5138

[Conflict Resolution/Peer Mediation](#)

5141.4

[Child Abuse Prevention And Reporting](#)

5141.4

[Child Abuse Prevention And Reporting](#)

5144

[Discipline](#)

5144

[Discipline](#)

5144.1

[Suspension And Expulsion/Due Process](#)

5144.1

[Suspension And Expulsion/Due Process](#)

5144.2

[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)

5145.12

[Search And Seizure](#)

5145.12

[Search And Seizure](#)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Revisions to Board Policy BP/AR 5132 Dress and Grooming (Fox/Nocero)**

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The Board Policy BP/AR 5132 Dress and Grooming has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted language has been added. The revised policies will be presented for a second reading and adoption at the October 1, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5132 Dress and Grooming for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Updated Policy 5132 Dress And Grooming \(3 pgs\)](#)

[Updated Regulation 5132 Dress And Grooming \(3 pgs\)](#)

## Policy 5132: Dress And Grooming

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are **that is** suitable for the school activities in which they participate. Students **must not wear** clothing **must not presents** a health or safety hazard or **causes a substantial** a distraction **which would interfere with** **to** the educational process **program**.

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

~~Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.~~

### Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. ~~Such a proposed dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.~~ Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

### Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

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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.

<b>State</b>	<b>Description</b>
Ed. Code 212.1	<a href="#">Nondiscrimination based on race or ethnicity</a>
Ed. Code 220	<a href="#">Prohibition of discrimination</a>
Ed. Code 32280-32289.5	<a href="#">School safety plans</a>
Ed. Code 35183	<a href="#">School dress code; uniforms</a>
Ed. Code 35183.5	<a href="#">Sun-protective clothing</a>
Ed. Code 48907	<a href="#">Exercise of free expression; time, place, and manner rules and regulations</a>
Ed. Code 49066	<a href="#">Grades; effect of physical education class apparel</a>

### **Management Resources**

	<b>Description</b>
Court Decision Education (1992)	Arcadia Unified School District v. California Department of 2 Cal. 4th 251
Court Decision 166	Harper v. Poway Unified School District (2006) 445 App. 3d
Court Decision	Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562
Court Decision	Jacobs v. Clark County School District (2008) 26 F. 3d 419
Court Decision	Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993) 827 F.Supp. 1459
Court Decision (1969) 393	Tinker v. Des Moines Independent Community School District U.S. 503
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

### **Cross References**

	<b>Description</b>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
5020	<a href="#">Parent Rights And Responsibilities</a>

**Cross References****Description**

5020	<a href="#"><u>Parent Rights And Responsibilities</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5131	<a href="#"><u>Conduct</u></a>
5136	<a href="#"><u>Gangs</u></a>
5136	<a href="#"><u>Gangs</u></a>
5141.7	<a href="#"><u>Sun Safety</u></a>
5144	<a href="#"><u>Discipline</u></a>
5144	<a href="#"><u>Discipline</u></a>
5145.2	<a href="#"><u>Freedom Of Speech/Expression</u></a>
5145.2	<a href="#"><u>Freedom Of Speech/Expression</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.6	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.6-E PDF(1)	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.7	<a href="#"><u>Sex Discrimination and Sex-Based Harassment</u></a>
5145.7	<a href="#"><u>Sex Discrimination and Sex-Based Harassment</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6141.2	<a href="#"><u>Recognition Of Religious Beliefs And Customs</u></a>
6173	<a href="#"><u>Education For Homeless Children</u></a>
6173	<a href="#"><u>Education For Homeless Children</u></a>
6173-E PDF(1)	<a href="#"><u>Education For Homeless Children</u></a>
6173-E PDF(2)	<a href="#"><u>Education For Homeless Children</u></a>
6173.1	<a href="#"><u>Education For Foster Youth</u></a>
6173.1	<a href="#"><u>Education For Foster Youth</u></a>
6175	<a href="#"><u>Migrant Education Program</u></a>
6175	<a href="#"><u>Migrant Education Program</u></a>

## Regulation 5132: Dress And Grooming

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board of Trustees policy and administrative regulations. These school dress codes shall be regularly reviewed.

~~Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)~~

In addition, the following guidelines shall apply to all regular school activities:

1. **Appropriate** Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (~~backpacks, fanny packs, gym bags, water bottles etc.~~) shall be free of writing, pictures or any other insignia which are ~~erude, vulgar, lewd, profane or sexually suggestive,~~ **or which promotes the use of alcohol, drugs, tobacco or other illegal activity.** ~~which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.~~
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. **See-through tops and bare abdomens are prohibited.** ~~See-through or fish-net fabrics, halter tops, off the shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.~~
5. ~~Gym shorts may not be worn in classes other than physical education.~~
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

**The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic activities, and other extracurricular and cocurricular activities.**

~~Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.~~

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

**Students shall be allowed to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)**

~~The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.~~

### Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that

reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. **As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.**

### Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

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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
Ed. Code 212.1	<a href="#">Nondiscrimination based on race or ethnicity</a>
Ed. Code 220	<a href="#">Prohibition of discrimination</a>
Ed. Code 32280-32289.5	<a href="#">School safety plans</a>
Ed. Code 35183	<a href="#">School dress code; uniforms</a>
Ed. Code 35183.5	<a href="#">Sun-protective clothing</a>
Ed. Code 48907	<a href="#">Exercise of free expression; time, place, and manner rules and regulations</a>
Ed. Code 49066	<a href="#">Grades; effect of physical education class apparel</a>

### Management Resources

Management Resources	Description
Court Decision Education (1992)	Arcadia Unified School District v. California Department of 2 Cal. 4th 251
Court Decision 166	Harper v. Poway Unified School District (2006) 445 App. 3d
Court Decision	Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562
Court Decision	Jacobs v. Clark County School District (2008) 26 F. 3d 419
Court Decision	Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993) 827 F.Supp. 1459

Court Decision  
(1969) 393

Tinker v. Des Moines Independent Community School District  
U.S. 503

Court Decision

Hartzell v. Connell (1984) 35 Cal. 3d 899

Website

[CSBA District and County Office of Education Legal Services](#)

### **Cross References**

### **Description**

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

5020

[Parent Rights And Responsibilities](#)

5020

[Parent Rights And Responsibilities](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5131

[Conduct](#)

5136

[Gangs](#)

5136

[Gangs](#)

5141.7

[Sun Safety](#)

5144

[Discipline](#)

5144

[Discipline](#)

### **Cross References**

### **Description**

5145.2

[Freedom Of Speech/Expression](#)

5145.2

[Freedom Of Speech/Expression](#)

5145.3

[Nondiscrimination/Harassment](#)

5145.3

[Nondiscrimination/Harassment](#)

5145.6

[Parent/Guardian Notifications](#)

5145.6-E PDF(1)

[Parent/Guardian Notifications](#)

5145.7

[Sex Discrimination and Sex-Based  
Harassment](#)

5145.7

[Sex Discrimination and Sex-Based  
Harassment](#)

6141.2

[Recognition Of Religious Beliefs And  
Customs](#)

6141.2

[Recognition Of Religious Beliefs And  
Customs](#)

6173

[Education For Homeless Children](#)

6173

[Education For Homeless Children](#)

6173-E PDF(1)

[Education For Homeless Children](#)

6173-E PDF(2)

[Education For Homeless Children](#)

6173.1

[Education For Foster Youth](#)

6173.1

[Education For Foster Youth](#)

6175

[Migrant Education Program](#)

6175

[Migrant Education Program](#)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process (Fox/Nocero)**

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The Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted language has been added. The revised policies will be presented for a second reading and adoption at the October 1, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5144.1 Suspension and Expulsion/Due Process for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Updated Policy 5144.1 Suspension And Expulsion Due Process \(11 pgs\)](#)

[Updated Regulation 5144.1 Suspension And Expulsion Due Process \(23 pgs\)](#)

### Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 03/01/2023 | Last Reviewed Date: 03/01/2023

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law, in this policy, and administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, **equally**, and in accordance with the district's nondiscrimination policies.

#### Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in ~~grades K-8~~ may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled **based solely on a student's** ~~for~~ truancy, tardiness, or absenteeism from assigned school activities.

#### On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee ~~may~~ **shall** establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

~~To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law.~~

~~Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)~~

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 288a, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. (Education Code 48918(j))

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled or unenrolled except under limited

circumstances in accordance with Education Code 8489.1 and as specified in AR 5148.3 -  
Preschool/Early Childhood Education

## **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them the students their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

## **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

## **Removal from Class by a Teacher and Parental Attendance**

~~When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)~~

~~Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.~~

~~Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)~~

~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the~~

student's records.

~~District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)~~

~~Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)~~

### **Decision Not to Enforce Expulsion Order**

~~On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)~~

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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**

Civ. Code 47

#### **Description**

[Privileged communication](#)

Civ. Code 48.8

[Defamation liability](#)

Code of Civil Procedure 1985-1997  
[production](#) Ed. Code 17292.5  
[facilities](#)

[Production of evidence; means of  
Program for expelled students;](#)

Ed. Code 1981-1983

[Enrollment of students in community school](#)

Ed. Code 212.5

[Sexual harassment](#)

Ed. Code 233

[Hate violence](#)

<b>State</b>	<b>Description</b>
Ed. Code 32260-32262	<a href="#"><u>Interagency School Safety Demonstration Act of 1985</u></a>
Ed. Code 35145	<a href="#"><u>Open board meetings</u></a>
Ed. Code 35146	<a href="#"><u>Closed sessions regarding suspensions</u></a>
Ed. Code 35291	<a href="#"><u>Rules for government and discipline of schools</u></a>
Ed. Code 35291.5	<a href="#"><u>Rules and procedures on school discipline</u></a>
Ed. Code 48645.5	<a href="#"><u>Former juvenile court school students; enrollment</u></a>
Ed. Code 48660-48666	<a href="#"><u>Community day schools</u></a>
Ed. Code 48853-48853.5	<a href="#"><u>Foster youth</u></a>
Ed. Code 48900-48927	<a href="#"><u>Suspension and expulsion</u></a>
Ed. Code 48950	<a href="#"><u>Speech and other communication</u></a>
Ed. Code 48980	<a href="#"><u>Parent/Guardian notifications</u></a>
Ed. Code 49073-49079	<a href="#"><u>Privacy of student records</u></a>
Ed. Code 52052	<a href="#"><u>Numerically significant student subgroups</u></a>
Ed. Code 52060-52077	<a href="#"><u>Local control and accountability plan</u></a>
Ed. Code 64000-64001	<a href="#"><u>Consolidated application</u></a>
Ed. Code 8489-8489.1	<a href="#"><u>Prohibition against expulsion of preschool student</u></a>
Gov. Code 11455.20	<a href="#"><u>Informal hearing procedures</u></a>
Gov. Code 54950-54963	<a href="#"><u>The Ralph M. Brown Act</u></a>
H&S Code 11014.5	<a href="#"><u>Drug paraphernalia</u></a>
H&S Code 11053-11059	<a href="#"><u>Controlled substances; standards and schedules</u></a>
Lab. Code 230.7	<a href="#"><u>Employee time off to appear in school on behalf of a child</u></a>
Pen. Code 240	<a href="#"><u>Assault defined</u></a>
Pen. Code 241.2	<a href="#"><u>Assault fines</u></a>
Pen. Code 242	<a href="#"><u>Battery defined</u></a>
Pen. Code 243.2	<a href="#"><u>Battery on school property</u></a>
Pen. Code 243.4	<a href="#"><u>Sexual battery</u></a>
Pen. Code 245	<a href="#"><u>Assault with deadly weapon</u></a>
Pen. Code 245.6	<a href="#"><u>Hazing</u></a>
Pen. Code 261	<a href="#"><u>Rape defined</u></a>
Pen. Code 266c	<a href="#"><u>Unlawful sexual intercourse</u></a>
Pen. Code 286	<a href="#"><u>Sodomy defined</u></a>
Pen. Code 287	<a href="#"><u>Oral Copulation</u></a>
Pen. Code 288	<a href="#"><u>Lewd or lascivious acts with child under age 14</u></a>
Pen. Code 289	<a href="#"><u>Penetration of genital or anal openings</u></a>
Pen. Code 31	<a href="#"><u>Principal of a crime; defined</u></a>
Pen. Code 417.27	<a href="#"><u>Laser pointers</u></a>
Pen. Code 422.55	<a href="#"><u>Definition of hate crime</u></a>
Pen. Code 422.6	<a href="#"><u>Crimes; harassment</u></a>
Pen. Code 422.7	<a href="#"><u>Aggravating factors for punishment</u></a>
Pen. Code 422.75	<a href="#"><u>Enhanced penalties for hate crimes</u></a>

**State**

Pen. Code 626.10

Pen. Code 626.2  
[dismissal without](#)

Pen. Code 626.9

Pen. Code 868.5

W&I Code 224.1

W&I Code 729.6

**Federal**

18 USC 921

20 USC 1415(K)  
setting

20 USC 7961

42 USC 11431-11435

**Management Resources**

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Court  
Decision

Court Decision

Court Decision  
3d 807

Court Decision  
301

Court Decision  
4th 1267

Court Decision

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub  
[Student Discipline, May](#)

U.S. DOE Publication

U.S. DOE Publication

Website

Website  
[Students](#)

Website

Website

Website

**Description**

[Dirks, daggers, knives, razors, or stun guns](#)

[Entry upon campus after written notice of suspension or permission](#)

[Gun-Free School Zone Act of 1995](#)

[Supporting person; attendance during testimony of witness](#)

[Indian child; definition](#)

[Counseling](#)

**Description**

[Definitions: firearms and ammunition](#)

Students with disabilities; placement in alternative educational

[Gun-Free Schools Act](#)

Education of homeless children and youths

**Description**

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

84 Ops.Cal.Atty.Gen. 146 (2001)

Board of Education of Sacramento City Unified School District  
v.

Sacramento County Board of Education and Kenneth  
H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County  
Board (1991) 235 Cal. App. 3d 1182

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App.

John A. v. San Bernardino School District (1982) 33 Cal. 3d

T.H. v. San Diego Unified School District (2004) 122 Cal. App.

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

[Resource on Confronting Racial Discrimination in 2023](#)

[School Climate and Student Discipline Resources](#)

[Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023](#)

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Education, Office of Safe and Healthy](#)

[California Attorney General's Office](#)

[California Department of Education](#)

[CSBA](#)

**State**  
**Website**

**Description**  
[U.S. Department of Education, Office for Civil Rights](#)

**Cross References**

**Description**

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

0460

[Local Control And Accountability Plan](#)

**Cross References****Description**

0460	<a href="#">Local Control And Accountability Plan</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3515	<a href="#">Campus Security</a>
3515	<a href="#">Campus Security</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3516.2	<a href="#">Bomb Threats</a>
4158	<a href="#">Employee Security</a>
4158	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
5000	<a href="#">Concepts And Roles</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.5	<a href="#">Open/Closed Campus</a>
5113	<a href="#">Absences And Excuses</a>
5113	<a href="#">Absences And Excuses</a>
5116.2	<a href="#">Involuntary Student Transfers</a>
5117	<a href="#">Interdistrict Attendance</a>
5117	<a href="#">Interdistrict Attendance</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5125.2	<a href="#">Withholding Grades, Diploma Or Transcripts</a>
5131	<a href="#">Conduct</a>
5131.1	<a href="#">Bus Conduct</a>
5131.1	<a href="#">Bus Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.2	<a href="#">Bullying</a>
5131.4	<a href="#">Student Disturbances</a>
5131.4	<a href="#">Student Disturbances</a>
5131.5	<a href="#">Vandalism And Graffiti</a>
5131.6	<a href="#">Alcohol And Other Drugs</a>
5131.6	<a href="#">Alcohol And Other Drugs</a>
5131.62	<a href="#">Tobacco</a>

**Cross References**  
5131.62

**Description**  
[Tobacco](#)

**Cross References****Description**

5131.63	<a href="#">Steroids</a>
5131.63	<a href="#">Steroids</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5137	<a href="#">Positive School Climate</a>
5138	<a href="#">Conflict Resolution/Peer Mediation</a>
5142	<a href="#">Safety</a>
5142	<a href="#">Safety</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5144.2	<a href="#">Suspension And Expulsion/Due Process (Students With Disabilities)</a>
5145.12	<a href="#">Search And Seizure</a>
5145.12	<a href="#">Search And Seizure</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6-E PDF(1)	<a href="#">Parent/Guardian Notifications</a>
5145.7	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
5145.7	<a href="#">Sex Discrimination and Sex-Based Harassment</a>
5145.9	<a href="#">Hate-Motivated Behavior</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
5148.3	<a href="#">Preschool/Early Childhood Education</a>
6145	<a href="#">Extracurricular And Cocurricular Activities</a>
6145	<a href="#">Extracurricular And Cocurricular Activities</a>
6145.2	<a href="#">Athletic Competition</a>
6145.2	<a href="#">Athletic Competition</a>
6145.5	<a href="#">Student Organizations And Equal Access</a>
6145.5	<a href="#">Student Organizations And Equal Access</a>
6145.8	<a href="#">Assemblies And Special Events</a>
6153	<a href="#">School-Sponsored Trips</a>
6153	<a href="#">School-Sponsored Trips</a>
6154	<a href="#">Homework/Makeup Work</a>
6154	<a href="#">Homework/Makeup Work</a>
6158	<a href="#">Independent Study</a>
6158	<a href="#">Independent Study</a>
6161.2	<a href="#">Damaged Or Lost Instructional Materials</a>
6163.4	<a href="#">Student Use Of Technology</a>
6163.4	<a href="#">Student Use Of Technology</a>

**Cross References**

6163.4-E PDF(1)

6164.6

6164.6

6173

6173

6173-E PDF(1)

6173-E PDF(2)

6173.1

6173.1

9000

9322

**Description**[Student Use Of Technology](#)[Identification And Education Under Section 504](#)[Identification And Education Under Section 504](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Foster Youth](#)[Education For Foster Youth](#)[Role Of The Board](#)[Agenda/Meeting Materials](#)

**Regulation 5144.1: Suspension And Expulsion/Due Process**

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

**Definitions**

*Suspension* from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

*Expulsion* means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

~~Day means a calendar day unless otherwise specifically provided. (Education Code 48925)~~

~~School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)~~

~~Student includes a student's parent/guardian or legal counsel. (Education Code 48925)~~

~~School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))~~

**Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

**Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "~~Additional Grounds for Suspension and Expulsion: Grades 9-12~~" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or

designee's concurrence (Education Code 48900(b))

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

*Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

*Hazing* means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

*Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

*Bullying* includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in ~~the section~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

*Bullying* also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

*Electronic act* means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet website, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

*Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

*Burn page* means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

*Credible impersonation* means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

*False profile* means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

A student may not be suspended or expelled for disruption or willful defiance. (Education Code 48900)

### **Additional Grounds for Suspension and Expulsion: Grades 4-12**

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

*Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

*Hate violence* means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

### **Suspension from Class by a Teacher**

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act specified in Ed Code 48900 and listed as items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, ~~including grades K-8.~~ (Education Code 48910)

~~A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)~~

When suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. **If the action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended.** ~~The student shall be appropriately supervised during the class periods from which he/she has been removed.~~ (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator

shall attend if either requested by the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension removal. However, a student assigned to more than one class per day, may be placed in any other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### **Suspension by Superintendent, Principal, or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend a student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension may be imposed upon for a first offense if the Superintendent, or principal, or designee it is determined determines that the student violated any of the Items #1-5 listed in "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons or property (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

### **Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count

suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. ~~this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion.~~ (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

~~The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)~~

## Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, ~~presented with~~ and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving ~~An emergency situation involves~~ a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her the right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee ~~of the school in which the student is enrolled at the time of the misbehavior.~~ A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and, if applicable, the county social worker, shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.
5. 4. Parent/Guardian Conference: Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the

suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

6. 5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
- a. The extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
  - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (~~Education Code 48911~~)
  - c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district's educational liaison youth of the need to invite the foster youth's educational rights holder, attorney and social worker, or the Indian child's tribal social worker, or if applicable, the county social worker to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
  - d. If the student involved is a homeless child or youth experiencing homelessness, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
  - e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her the student in school.

### **Suspension by the Board**

The Board of Trustees may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed sessions if a public hearing would lead to

disclosure of information **that would violate** ~~violating~~ a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

### **On-Campus Suspension**

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised classroom an on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her **the student's** teacher(s) to receive assignments to be completed in the supervised suspension classroom- **and the** ~~The~~ teacher(s) shall provide all assignments and tests that the student will miss while suspended.

If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an **on-campus supervised** suspension classroom, the principal or designee shall notify the student's parent/guardian, **guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker,** in person, **by email,** or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

### **Superintendent or Principal's Authority to Recommend Expulsion**

Unless the principal, Superintendent or designee finds that expulsion **should not be recommended is inappropriate due to particular** **under the** circumstances **or that an alternative means of correction would address the conduct,** the principal or the Superintendent or **principal** designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife ~~as defined in Education Code 48915(g), explosive,~~ or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-110598, except for:
  - a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
  - b. The student's possession of over-the-counter medication for use by the student for medical purposes
  - c. Medication prescribed for the student by a physician

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

### **Student's Right to Expulsion Hearing**

The **Any** student **recommended for expulsion** is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after **the Superintendent**, principal or ~~Superintendent~~ or designee determines that the student has committed **the act(s) that form the basis for the expulsion recommendation** ~~one of the acts listed under "Grounds for Suspension and Expulsion" has occurred.~~ (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### **Stipulated Expulsion**

After a determination that a student has committed an offense, for which the **student** may be expelled the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after ~~the student or parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or when applicable, the person holding the right to make education decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

### **Rights of Complaining Witness**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is **1129**

the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, **the Superintendent or designee** he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she **the witness** testifies
3. Have a closed hearing during the time he/she **the witness** testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

### **Written Notice of the Expulsion Hearing**

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney advisor* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

### **Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children**

If the student facing expulsion is a foster student, or Indian child, the Superintendent or designee

shall also send notice of the hearing to foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student **experiencing homelessness**, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

### **Conduct of Expulsion Hearing**

1. **1.** Closed Session: Notwithstanding ~~the provisions of Government Code 54953 and~~ Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights **of other students** would **not** be violated. (Education Code 48918(c))
2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether ~~or not~~ the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3. **2.** Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
4. **3.** Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item **#6 #4**-below. (Education Code 48918(i))

5. **4.** Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion: Grades 4- 12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. ~~While~~ **Although** no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

7. **5.** Testimony by Complaining Witnesses: The following procedures shall be observed when **a** hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during ~~his/her~~ **the** testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person ~~whom he/she finds~~ **who** is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard.

Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which ~~he/she~~ **the complaining witness** may leave the hearing room.

- iii. The person conducting the hearing may:
  - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
  - B. Limit the time for taking the testimony of a complaining witness to **the normal school** hours ~~he/she is normally in school~~, if there is no good cause to take the testimony during other hours
  - C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. **6.** Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from ~~his/her school of attendance~~, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

### **Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e)).

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion; **If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion**, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

### **Final Action by the Board**

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion

agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

**The Board's decision is final.** If the Board conducts the hearing and reaches a decision **is** not to expel, ~~this decision shall be final~~ and the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any **"Mandatory Recommendation and Mandatory Expulsion"** listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### **Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in ~~Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915~~ **under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12"** (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and ~~his/her~~ parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code ~~48914~~ **48915.1** (Education Code 48918)

### **Decision Not to Enforce **to Suspend** Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an

expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation.

This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 412" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school.

Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian.

The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

### **Right to Appeal**

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action **order** is suspended and the student is placed on probation. (Education Code 48919)

**If the** The student shall submit a written request for a copy of the written transcripts and supporting

documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

### **Notification to Law Enforcement Authorities**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **Placement During Expulsion**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student.

At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding

readmission.

The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian, or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. ~~(Education Code 48916)~~
6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program.

This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district.

7. No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

### **Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including the specific cause(s). (Education Code 48900.8)

The **E**xpulsion record **(s)** shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the ~~admitting~~ **that** school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

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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**

Civ. Code 47

Civ. Code 48.8

Code of Civil Procedure 1985-1997  
[production](#) Ed. Code 17292.5  
[facilities](#)

Ed. Code 1981-1983

#### **Description**

[Privileged communication](#)

[Defamation liability](#)

[Production of evidence; means of  
Program for expelled students;](#)

[Enrollment of students in community school](#)

Ed. Code 212.5	<a href="#">Sexual harassment</a>
Ed. Code 233	<a href="#">Hate violence</a>
Ed. Code 32260-32262	<a href="#">Interagency School Safety Demonstration Act of 1985</a>
Ed. Code 35145	<a href="#">Open board meetings</a>
Ed. Code 35146	<a href="#">Closed sessions regarding suspensions</a>
Ed. Code 35291	<a href="#">Rules for government and discipline of schools</a>
Ed. Code 35291.5	<a href="#">Rules and procedures on school discipline</a>
Ed. Code 48645.5	<a href="#">Former juvenile court school students; enrollment</a>
Ed. Code 48660-48666	<a href="#">Community day schools</a>
Ed. Code 48853-48853.5	<a href="#">Foster youth</a>
Ed. Code 48900-48927	<a href="#">Suspension and expulsion</a>
Ed. Code 48950	<a href="#">Speech and other communication</a>
Ed. Code 48980	<a href="#">Parent/Guardian notifications</a>
<b>State</b>	<b>Description</b>
Ed. Code 49073-49079	<a href="#">Privacy of student records</a>
Ed. Code 52052	<a href="#">Numerically significant student subgroups</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Ed. Code 64000-64001	<a href="#">Consolidated application</a>
Ed. Code 8489-8489.1	<a href="#">Prohibition against expulsion of preschool student</a>
Gov. Code 11455.20	<a href="#">Informal hearing procedures</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>
H&S Code 11014.5	<a href="#">Drug paraphernalia</a>
H&S Code 11053-11059	<a href="#">Controlled substances; standards and schedules</a>
Lab. Code 230.7	<a href="#">Employee time off to appear in school on behalf of a child</a>
Pen. Code 240	<a href="#">Assault defined</a>
Pen. Code 241.2	<a href="#">Assault fines</a>
Pen. Code 242	<a href="#">Battery defined</a>
Pen. Code 243.2	<a href="#">Battery on school property</a>
Pen. Code 243.4	<a href="#">Sexual battery</a>
Pen. Code 245	<a href="#">Assault with deadly weapon</a>
Pen. Code 245.6	<a href="#">Hazing</a>
Pen. Code 261	<a href="#">Rape defined</a>
Pen. Code 266c	<a href="#">Unlawful sexual intercourse</a>
Pen. Code 286	<a href="#">Sodomy defined</a>
Pen. Code 287	<a href="#">Oral Copulation</a>
Pen. Code 288	<a href="#">Lewd or lascivious acts with child under age 14</a>
Pen. Code 289	<a href="#">Penetration of genital or anal openings</a>
Pen. Code 31	<a href="#">Principal of a crime; defined</a>
Pen. Code 417.27	<a href="#">Laser pointers</a>
Pen. Code 422.55	<a href="#">Definition of hate crime</a>

Pen. Code 422.6	<a href="#">Crimes; harassment</a>
Pen. Code 422.7	<a href="#">Aggravating factors for punishment</a>
Pen. Code 422.75	<a href="#">Enhanced penalties for hate crimes</a>
Pen. Code 626.10	<a href="#">Dirks, daggers, knives, razors, or stun guns</a>
Pen. Code 626.2 <a href="#">dismissal without</a>	<a href="#">Entry upon campus after written notice of suspension or permission</a>
Pen. Code 626.9	<a href="#">Gun-Free School Zone Act of 1995</a>
Pen. Code 868.5	<a href="#">Supporting person; attendance during testimony of witness</a>
W&I Code 224.1	<a href="#">Indian child; definition</a>
W&I Code 729.6	<a href="#">Counseling</a>
<b>Federal</b>	<b>Description</b>
18 USC 921	<a href="#">Definitions; firearms and ammunition</a>
20 USC 1415(K) setting	Students with disabilities; placement in alternative educational
20 USC 7961	<a href="#">Gun-Free Schools Act</a>
<b>Federal</b>	<b>Description</b>
42 USC 11431-11435	Education of homeless children and youths
<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision 3d 807	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision 301	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision 4th 1267	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE & U.S. DOJ Civil Rights Divisions <a href="#">Student Discipline, May</a>	<a href="#">Resource on Confronting Racial Discrimination in 2023</a>
U.S. DOE Publication	<a href="#">School Climate and Student Discipline Resources</a>
U.S. DOE Publication	<a href="#">Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023</a>

Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Education, Office of Safe and Healthy</a>
<a href="#">Students</a>	
Website	<a href="#">California Attorney General's Office</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

**Cross References**

**Description**

0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3515	<a href="#">Campus Security</a>
3515	<a href="#">Campus Security</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3515.4	<a href="#">Recovery For Property Loss Or Damage</a>
3516.2	<a href="#">Bomb Threats</a>
4158	<a href="#">Employee Security</a>

## Cross References

	Description
4158	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
5000	<a href="#">Concepts And Roles</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.1	<a href="#">Exemptions From Attendance</a>
5112.5	<a href="#">Open/Closed Campus</a>
5113	<a href="#">Absences And Excuses</a>
5113	<a href="#">Absences And Excuses</a>
5116.2	<a href="#">Involuntary Student Transfers</a>
5117	<a href="#">Interdistrict Attendance</a>
5117	<a href="#">Interdistrict Attendance</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5125.2	<a href="#">Withholding Grades, Diploma Or Transcripts</a>
5131	<a href="#">Conduct</a>
5131.1	<a href="#">Bus Conduct</a>
5131.1	<a href="#">Bus Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.2	<a href="#">Bullying</a>
5131.4	<a href="#">Student Disturbances</a>
5131.4	<a href="#">Student Disturbances</a>
5131.5	<a href="#">Vandalism And Graffiti</a>
5131.6	<a href="#">Alcohol And Other Drugs</a>
5131.6	<a href="#">Alcohol And Other Drugs</a>
5131.62	<a href="#">Tobacco</a>
5131.62	<a href="#">Tobacco</a>
5131.63	<a href="#">Steroids</a>
5131.63	<a href="#">Steroids</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5137	<a href="#">Positive School Climate</a>
5138	<a href="#">Conflict Resolution/Peer Mediation</a>
5142	<a href="#">Safety</a>
5142	<a href="#">Safety</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5144.2	<a href="#">Suspension And Expulsion/Due Process (Students</a>

## Cross References

	<u>With Disabilities)</u> <b>Description</b>
5145.12	<a href="#"><u>Search And Seizure</u></a>
5145.12	<a href="#"><u>Search And Seizure</u></a>
5145.2	<a href="#"><u>Freedom Of Speech/Expression</u></a>
5145.2	<a href="#"><u>Freedom Of Speech/Expression</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.6	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.6-E PDF(1)	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.7	<a href="#"><u>Sex Discrimination and Sex-Based Harassment</u></a>
5145.7	<a href="#"><u>Sex Discrimination and Sex-Based Harassment</u></a>
5145.9	<a href="#"><u>Hate-Motivated Behavior</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145.2	<a href="#"><u>Athletic Competition</u></a>
6145.2	<a href="#"><u>Athletic Competition</u></a>
6145.5	<a href="#"><u>Student Organizations And Equal Access</u></a>
6145.5	<a href="#"><u>Student Organizations And Equal Access</u></a>
6145.8	<a href="#"><u>Assemblies And Special Events</u></a>
6153	<a href="#"><u>School-Sponsored Trips</u></a>
6153	<a href="#"><u>School-Sponsored Trips</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6158	<a href="#"><u>Independent Study</u></a>
6161.2	<a href="#"><u>Damaged Or Lost Instructional Materials</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4	<a href="#"><u>Student Use Of Technology</u></a>
6163.4-E PDF(1)	<a href="#"><u>Student Use Of Technology</u></a>
6164.6	<a href="#"><u>Identification And Education Under Section 504</u></a>
6164.6	<a href="#"><u>Identification And Education Under Section 504</u></a>
6173	<a href="#"><u>Education For Homeless Children</u></a>
6173	<a href="#"><u>Education For Homeless Children</u></a>

6173-E PDF(1)

6173-E PDF(2)

6173.1

6173.1

9000

9322

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - Revisions to Board Policy AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities) (Fox/Nocero)**

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The Board Policy AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities) has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted language has been added. The revised policy will be presented for a second reading and adoption at the October 1, 2025 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of Pupil Services that the Board of Trustees receive the revision to AR 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities) for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Updated Regulation 5144.2 \(8 pgs\)](#)

**Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)**

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 - Suspension and Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

### **Suspension**

The Superintendent, principal, or designee may suspend a student with a disability for up to 40 five consecutive school days unless the suspension has been extended following a recommendation for expulsion. (Education Code 48911) A student may usually be suspended from school for up to 20 cumulative school days, or 30 cumulative school days as permitted by Education Code 48903, in a school year as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530) ~~for a single incident of misconduct, and for up to 20 cumulative school days in a school year, as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)~~

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student's current educational placement for disciplinary reasons constitutes a change of placement.

A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. A decision has been made that would result in the removal of a student for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
  - a. The series of removals total more than 10 school days in a school year.
  - b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals.
  - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a) (1)(A); (34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no

cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

### **Interim Alternative Educational Placement Due to Dangerous Behavior**

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k) (1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parents/guardians shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow the student to participate in the general education curriculum and to progress toward meeting the goals set out in the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

### **Manifestation Determination**

The following procedural safeguards shall apply when **a decision has been made to suspend** a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504.

If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; (20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher

observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student.

If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which the student was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of the disability, the student may be disciplined in accordance with the procedures for students without disabilities.

However, the student's IEP team shall determine services necessary to enable the student to participate in the general education curriculum in another setting and to allow the student to progress toward meeting the goals set out in the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

### **Due Process Appeals**

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), the parent/guardian may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a **due process** hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

### **Readmission**

Readmission procedures for students with disabilities shall be the same as those adopted for

students without disabilities. Upon readmission of a student with ~~disability~~ **disabilities**, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

### **Decision Not to Enforce Expulsion Order**

The Governing Board of Trustees' criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

### **Notification to Law Enforcement Authorities**

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

### **Report to County Superintendent of Schools**

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

### **Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

*Knowledge* means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

**State**

Ed. Code 35146  
Ed. Code 35291  
Ed. Code 48203  
Ed. Code 48853.5  
Ed. Code 48900-48925  
Ed. Code 49076  
Ed. Code 56000  
Ed. Code 56320  
Ed. Code 56321  
Ed. Code 56329  
Ed. Code 56340-56347  
Ed. Code 56505  
Ed. Code 56521.2  
Pen. Code 245  
Pen. Code 626.10  
Pen. Code 626.2  
[without](#)  
Pen. Code 626.9

**Description**

[Closed sessions regarding suspensions](#)  
[Rules of governing board](#)  
[Reports of severance of attendance of disabled students](#)  
[Foster youth and Indian child's representatives' right to receive notices](#)  
[Suspension and expulsion](#)  
[Access to student records](#)  
[Special education; legislative findings and declarations](#)  
[Educational needs; requirements](#)  
[Development or revision of individualized education program](#)  
[Independent educational assessment](#)  
[Individualized education program teams](#)  
[State hearing](#)  
[Behavioral interventions](#)  
[Assault with deadly weapon](#)  
[Dirks, daggers, knives, razors, or stun guns](#)  
[Entry upon campus after written notice of suspension or dismissal  
permission](#)  
[Gun-Free School Zone Act of 1995](#)

**Federal**

18 USC 1365  
18 USC 930  
20 USC 1412

**Description**

[Serious bodily injury](#)  
[Weapons](#)  
[State eligibility](#)

**Federal**

20 USC 1414	<a href="#">Evaluations, eligibility determinations, individualized education programs, and educational placements</a>
20 USC 1415	<a href="#">Procedural safeguards</a>
21 USC 812	<a href="#">Schedule of controlled substances</a>
29 USC 794	<a href="#">Rehabilitation Act of 1973; Section 504</a>
34 CFR 104.35	<a href="#">Evaluation and placement</a>
34 CFR 104.36	<a href="#">Procedural safeguards</a>
34 CFR 300.1-300.818	<a href="#">Assistance to states for the education of students with disabilities</a>
34 CFR 300.530-300.537	Discipline procedures

**Management Resources****Description**

Court Decision	<a href="#">Honig v. Doe (1988) 484 U.S. 305</a>
Court Decision	<a href="#">M.P. v. Governing Board of Grossmont Union High School District (1994) 858 F.Supp. 1044</a>
Court Decision	<a href="#">Parents of Student W. v. Puyallup School District (1994 9th Cir.) 31 F.3d 1489</a>
Court Decision	<a href="#">Schaffer v. Weast (2005) 546 U.S. 49</a>
Federal Register	<a href="#">Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845</a>
Ofc of Special Education & Rehabilitative Svcs Pub	<a href="#">Dear Colleague Letter on Implementation of IDEA Discipline Provisions, July 2022</a>
Ofc of Special Education & Rehabilitative Svcs Pub	<a href="#">Dear Colleague Letter on Ensuring Equity and Providing Behavioral Support to Students with Disabilities, August 2016</a>
Ofc of Special Education & Rehabilitative Svcs Pub	<a href="#">Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022</a>
Ofc of Special Education & Rehabilitative Svcs Pub	<a href="#">Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022</a>
Office of Administrative Hearings	<a href="#">Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917</a>
U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	<a href="#">Resource on Confronting Racial Discrimination in Student Discipline, May 2023</a>
U.S. DOE Publication	<a href="#">Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Education, Office of Special Education and Rehabilitative Services</a>
Website	<a href="#">California Department of Education, Special Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

**Cross References****Description**

0430	<a href="#">Comprehensive Local Plan For Special Education</a>
0430	<a href="#">Comprehensive Local Plan For Special Education</a>
0450	<a href="#">Comprehensive Safety Plan</a>

**Cross References**

	<b>Description</b>
0450	<a href="#">Comprehensive Safety Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
3541.2	<a href="#">Transportation For Students With Disabilities</a>
3541.2	<a href="#">Transportation For Students With Disabilities</a>
4158	<a href="#">Employee Security</a>
4158	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
5116.2	<a href="#">Involuntary Student Transfers</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5131	<a href="#">Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.2	<a href="#">Bullying</a>
5131.4	<a href="#">Student Disturbances</a>
5131.4	<a href="#">Student Disturbances</a>
5131.62	<a href="#">Tobacco</a>
5131.62	<a href="#">Tobacco</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5131.7	<a href="#">Weapons And Dangerous Instruments</a>
5137	<a href="#">Positive School Climate</a>
5138	<a href="#">Conflict Resolution/Peer Mediation</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5144.1	<a href="#">Suspension And Expulsion/Due Process</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.2	<a href="#">Freedom Of Speech/Expression</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.6	<a href="#">Parent/Guardian Notifications</a>
5145.6-E PDF(1)	<a href="#">Parent/Guardian Notifications</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.7	<a href="#">Sexual Harassment</a>
5145.9	<a href="#">Hate-Motivated Behavior</a>
6120	<a href="#">Response To Instruction And Intervention</a>
6145	<a href="#">Extracurricular And Cocurricular Activities</a>

**Cross References**

6145  
6145.2  
6145.2  
6159  
6159  
6159.1  
6159.1  
6159.3  
6159.3  
6159.4  
6163.4  
6163.4  
6163.4-E PDF(1)  
6164.4  
6164.4  
6164.5  
6164.5  
6164.6  
6164.6  
6173  
6173  
6173-E PDF(1)  
6173-E PDF(2)  
6173.1  
6173.1

**Description**

[Extracurricular And Cocurricular Activities](#)  
[Athletic Competition](#)  
[Athletic Competition](#)  
[Individualized Education Program](#)  
[Individualized Education Program](#)  
[Procedural Safeguards And Complaints For Special Education](#)  
[Procedural Safeguards And Complaints For Special Education](#)  
[Appointment Of Surrogate Parent For Special Education Students](#)  
[Appointment Of Surrogate Parent For Special Education Students](#)  
[Behavioral Interventions For Special Education Students](#)  
[Student Use Of Technology](#)  
[Student Use Of Technology](#)  
[Student Use Of Technology](#)  
[Identification And Evaluation Of Individuals For Special Education](#)  
[Identification And Evaluation Of Individuals For Special Education](#)  
[Student Success Teams](#)  
[Student Success Teams](#)  
[Identification And Education Under Section 504](#)  
[Identification And Education Under Section 504](#)  
[Education For Homeless Children](#)  
[Education For Homeless Children](#)  
[Education For Homeless Children](#)  
[Education For Homeless Children](#)  
[Education For Foster Youth](#)  
[Education For Foster Youth](#)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Approval – BP/AR 1240: Volunteer Assistance (Revised) (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy and the accompanying administrative regulation have undergone a comprehensive update. These updates ensure that the district’s governance framework remains current and legally compliant.

- The updated policies and regulations incorporate new statutory language, which is clearly identified in red underline for ease of review.
- Outdated or superseded language has been removed, with deletions indicated by red strikethrough formatting.
- In addition to these legal updates, the policies and regulations have been carefully revised to reduce unnecessary administrative complexity and eliminate barriers for parents and families.

The revisions reflect a commitment to streamlining processes and improving accessibility, ensuring that our policies do not create burdensome “red tape” that could hinder meaningful parent engagement.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the proposed policy and regulation updates as presented, recognizing that these changes both align with current law and reflect an intentional effort to make district policies more parent-friendly and responsive to the needs of our community.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Revised Regulation 1240 Volunteer Assistance \(9 pages\)](#)  
[Revised Policy 1240 Volunteer Assistance \(7 pages\)](#)

**Regulation 1240: Volunteer Assistance**

Status: ADOPTED

Original Adopted Date: 03/01/2010 | Last Revised Date: 12/01/2014 | Last Reviewed Date: 09/17/2025

**Duties of Volunteers**

~~Volunteers~~

~~The Superintendent or designee may assist assign volunteers to:~~

- ~~1. Assist~~ certificated personnel in the performance of their duties, ~~including~~ in the supervision of students, and in ~~the performance of~~ instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. ~~These duties shall not include assignment of grades to students.~~ (Education Code ~~35021, 45343, 45344, 45349~~)
- ~~Volunteers may supervise students during lunch, breakfast, or other nutritional periods or may serve~~ Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

~~In addition to the above, examples of volunteer duties may include, but are not limited to:~~

- ~~• Fundraising Activities~~
- ~~• Assisting on Field Trips~~
- ~~• Assisting with Classroom Attendance Incentives~~
- ~~• Assisting with the Student Store~~
- ~~• Assisting on Health and Fitness Days~~
- ~~• Reading to Students~~
- ~~• Assisting Classroom Teachers in School Libraries and/or Computer Labs~~
- ~~• Assist Students with Cutting, Gluing, etc.~~
- ~~• Assist Teachers with Laminating or Copying~~
- ~~• Participate in Scholastic Book Orders/Box Tops~~
- ~~• Coaching After School~~

- ~~Assist with Judging Science Fairs, Spelling Bees, etc.~~
- 
- ~~Assist with Family Night~~
- 
- ~~Assist with Art Projects~~
- 
- ~~Participate in Career Day~~
- 
- ~~Assist Students with Opening Food Containers~~
- 
- ~~Participate as a Guest Speaker or Expert~~
- 
- ~~Place Extra-Curricular Materials in School Mail Boxes with Permission of Principal~~
- 
- ~~Posting Art on School Bulletin Boards~~
- 

~~3. Volunteers may work Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)~~

~~3.4. Work on short-term facilities projects pursuant to Board policy and the section below entitled "Volunteer Facilities Projects:"~~

~~5. Perform other duties in support of district or school operations as approved by the Superintendent or designee~~

- ~~Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)~~

#### Basic Skills Proficiency Requirement

~~Volunteers are prohibited from engaging in the following:~~

- 
- ~~Providing Direct Instruction to Students~~
- 
- ~~Working alone with Student(s)~~
- 
- ~~Participate in Work that Supplants Work from District Staff~~
- 
- ~~Working in the School Office~~
- 
- ~~Transport Students in Personal Vehicles~~
- 
- ~~Provide Translating Services~~
- 
- ~~Work Alone in School Library or Computer Lab~~
- 
- ~~Hanging Items on the Ceiling~~

#### **Qualifications**

~~Volunteers providing supervision who supervise or provide instruction of~~ students pursuant to Education Code 45349 shall ~~give~~ submit evidence of basic skills proficiency ~~to the Superintendent or designee.~~ (Education Code 45344.5, 45349)

~~Any~~

### Criminal Background Check

~~Prior to assuming a~~ volunteer ~~position~~ working with students in a district-sponsored student activity program, ~~a volunteer~~ shall obtain fingerprint clearance through the Department of Justice and Federal Bureau of Investigation. ~~At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate or criminal background check in accordance with Board policy. The Superintendent or designee shall determine which volunteer positions in the district are subject to this requirement.~~

~~"Student from the Commission on Teacher Credentialing. Student~~ activity programs" include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. ~~This~~(Education Code 49024)

~~The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.~~

~~The criminal background check~~ requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

### Registered Sex Offenders

The Superintendent or designee ~~may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.~~

~~The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall not assign any~~notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 ~~as a volunteer who assists~~has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)

~~However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist~~ certificated personnel in the performance of their duties; ~~supervises~~supervise students during lunch, breakfast, or other nutritional period; or ~~serve~~serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and

in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

~~The Superintendent or designee may require all volunteers to disclose their status as a registered sex offender and/or provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.~~

~~No~~

### Tuberculosis Assessment/Examination

~~Upon initial volunteer assignment, a volunteer shall be assigned to supervise or instruct students unless have on file with the school a certificate showing that he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active to a tuberculosis. Volunteers who test negative shall thereafter be required to take a risk assessment and, if tuberculosis test every four years in accordance with risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406. (Education Code 45106, 45347, 45349, 49406)~~

~~)~~

The Superintendent or designee may exempt from the tuberculosis testing requirements risk assessment and/or examination those volunteers ~~who serve less than a school year and~~ whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

~~Volunteers who serve on a regular and frequent basis shall be required to undergo a Criminal Background Check (Fingerprints) and must provide verification of Tuberculosis Clearance. Regular and Frequent shall be defined as any volunteer who works with students for three (3) or more hours per week for a period of three (3) or more weeks per school year.~~

### **Volunteer Facilities Projects**

All volunteer facilities projects shall have approximate start and completion dates and shall ~~follow an approval policy as defined in CSEA Collective Bargaining Agreement, Article 23~~ be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting

6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving
8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise ~~appropriate to~~required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. ~~Projects shall be inspected upon completion to ensure that the work was done satisfactorily.~~

**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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
22 CCR 101170	<a href="#"><u>Criminal record clearance</u></a>
22 CCR 101216	<a href="#"><u>Health screening; volunteers in child care centers</u></a>
Ed. Code 35021	<a href="#"><u>Volunteer aides</u></a>
Ed. Code 35021.1	<a href="#"><u>Automated records check</u></a>
Ed. Code 35021.3	<a href="#"><u>Registry of volunteers for before/after school programs</u></a>
Ed. Code 44010	<a href="#"><u>Sex offense; definition</u></a>
Ed. Code 44814-44815	<a href="#"><u>Supervision of students during lunch and other nutrition periods</u></a>
Ed. Code 45125	<a href="#"><u>Fingerprinting requirements</u></a>
Ed. Code 45125.01	<a href="#"><u>Interagency agreements for criminal record information</u></a>
Ed. Code 45340-45349	<a href="#"><u>Instructional aides</u></a>
Ed. Code 45360-45367	<a href="#"><u>Teacher aides</u></a>
Ed. Code 48981	<a href="#"><u>Parental notifications</u></a>
Ed. Code 49024	<a href="#"><u>Activity Supervisor Clearance Certificate</u></a>
Ed. Code 49406	<a href="#"><u>TB risk assessment</u></a>
Ed. Code 8482-8484.6	<a href="#"><u>After School Education and Safety Program</u></a>
Ed. Code 8484.7-8484.9	<a href="#"><u>21st Century Community Learning Center program</u></a>
Gov. Code 12940	<a href="#"><u>Unlawful discriminatory employment practices</u></a>

Gov. Code 3543.5	<a href="#">Prohibited interference with employees' rights</a>
H&S Code 1596.7995	<a href="#">Immunization requirements for volunteers in child care center or preschool</a>
H&S Code 1596.871	<a href="#">Fingerprints of individuals in contact with child day care facility clients</a>
Lab. Code 1720.4	<a href="#">Public works; exclusion of volunteers from prevailing wage law</a>
Lab. Code 3352	<a href="#">Workers' compensation; definitions</a>
Lab. Code 3364.5	<a href="#">Authority to provide workers' compensation insurance for volunteers</a>
Pen. Code 290	<a href="#">Registration of sex offenders</a>
Pen. Code 290.4	<a href="#">Information regarding sex offenders</a>
Pen. Code 290.95	<a href="#">Disclosure by person required to register as sex offender</a>
Pen. Code 626.81	<a href="#">Sex offender; permission to volunteer at school</a>

### **Management Resources**

PERB Decision	<a href="#">Whisman Elementary School District (1991) PERB Decision No. 868</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Justice, Megan's Law</a>
Website	<a href="#">California Department of Education, Parents/Family and Community</a>
Website	<a href="#">Commission on Teacher Credentialing</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California State Parent Teacher Association</a>

### **Cross References**

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0500	<a href="#">Accountability</a>
1000	<a href="#">Concepts And Roles</a>
1100	<a href="#">Communication With The Public</a>
1150	<a href="#">Commendations And Awards</a>

1250	<a href="#"><u>Visitors/Outsiders</u></a>
1250	<a href="#"><u>Visitors/Outsiders</u></a>
1400	<a href="#"><u>Relations Between Other Governmental Agencies And The Schools</u></a>
1700	<a href="#"><u>Relations Between Private Industry And The Schools</u></a>
3514	<a href="#"><u>Environmental Safety</u></a>
3514	<a href="#"><u>Environmental Safety</u></a>
3514.1	<a href="#"><u>Hazardous Substances</u></a>
3514.1	<a href="#"><u>Hazardous Substances</u></a>
3515.2	<a href="#"><u>Disruptions</u></a>
3515.2	<a href="#"><u>Disruptions</u></a>
3515.3	<a href="#"><u>District Police/Security Department</u></a>
3515.3	<a href="#"><u>District Police/Security Department</u></a>
3515.5	<a href="#"><u>Sex Offender Notification</u></a>
3515.5	<a href="#"><u>Sex Offender Notification</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3530	<a href="#"><u>Risk Management/Insurance</u></a>
3541.1	<a href="#"><u>Transportation For School-Related Trips</u></a>
3541.1-E(1)	<a href="#"><u>Transportation For School-Related Trips</u></a>
3541.1-E(2)	<a href="#"><u>Transportation For School-Related Trips</u></a>
3543	<a href="#"><u>Transportation Safety And Emergencies</u></a>
4030	<a href="#"><u>Nondiscrimination In Employment</u></a>
4030	<a href="#"><u>Nondiscrimination In Employment</u></a>
4112.4	<a href="#"><u>Health Examinations</u></a>
4112.5	<a href="#"><u>Criminal Record Check</u></a>
4112.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
4127	<a href="#"><u>Temporary Athletic Team Coaches</u></a>
4127	<a href="#"><u>Temporary Athletic Team Coaches</u></a>
4131	<a href="#"><u>Staff Development</u></a>
4141	<a href="#"><u>Collective Bargaining Agreement</u></a>

4157.1	<a href="#"><u>Work-Related Injuries</u></a>
4212	<a href="#"><u>Appointment And Conditions Of Employment</u></a>
4212.4	<a href="#"><u>Health Examinations</u></a>
4212.5	<a href="#"><u>Criminal Record Check</u></a>
4212.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
4217.3	<a href="#"><u>Layoff/Rehire</u></a>
4222	<a href="#"><u>Teacher Aides/Paraprofessionals</u></a>
4222	<a href="#"><u>Teacher Aides/Paraprofessionals</u></a>
4227	<a href="#"><u>Temporary Athletic Team Coaches</u></a>
4227	<a href="#"><u>Temporary Athletic Team Coaches</u></a>
4231	<a href="#"><u>Staff Development</u></a>
4241	<a href="#"><u>Collective Bargaining Agreement</u></a>
4257.1	<a href="#"><u>Work-Related Injuries</u></a>
4312.4	<a href="#"><u>Health Examinations</u></a>
4312.5	<a href="#"><u>Criminal Record Check</u></a>
4312.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
4327	<a href="#"><u>Temporary Athletic Team Coaches</u></a>
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4331	<a href="#"><u>Staff Development</u></a>
4357.1	<a href="#"><u>Work-Related Injuries</u></a>
5020	<a href="#"><u>Parent Rights And Responsibilities</u></a>
5020	<a href="#"><u>Parent Rights And Responsibilities</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5141.52	<a href="#"><u>Suicide Prevention</u></a>
5141.52	<a href="#"><u>Suicide Prevention</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.6	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.6-E(1)	<a href="#"><u>Parent/Guardian Notifications</u></a>

5148	<a href="#"><u>Child Care And Development</u></a>
5148	<a href="#"><u>Child Care And Development</u></a>
5148.2	<a href="#"><u>Before/After School Programs</u></a>
5148.2	<a href="#"><u>Before/After School Programs</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6116	<a href="#"><u>Classroom Interruptions</u></a>
6142.2	<a href="#"><u>World Language Instruction</u></a>
6142.2	<a href="#"><u>World Language Instruction</u></a>
6142.6	<a href="#"><u>Visual And Performing Arts Education</u></a>
6142.7	<a href="#"><u>Physical Education And Activity</u></a>
6142.7	<a href="#"><u>Physical Education And Activity</u></a>
6142.8	<a href="#"><u>Comprehensive Health Education</u></a>
6142.8	<a href="#"><u>Comprehensive Health Education</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
6154	<a href="#"><u>Homework/Makeup Work</u></a>
6163.1	<a href="#"><u>Library Media Centers</u></a>
6171	<a href="#"><u>Title I Programs</u></a>
6171	<a href="#"><u>Title I Programs</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
7140	<a href="#"><u>Architectural And Engineering Services</u></a>
7140	<a href="#"><u>Architectural And Engineering Services</u></a>
9200	<a href="#"><u>Limits Of Board Member Authority</u></a>

**Policy 1240: Volunteer Assistance**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2010 | **Last Revised Date:** 12/01/2014 | **Last Reviewed Date:** 09/17/2025

The Board of Trustees recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer ~~maintenance~~-work shall be limited to those projects that do not replace the normal ~~maintenance~~ duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, ~~do not significantly increase maintenance workloads,~~ and comply with employee negotiated agreements ~~(See CSEA Collective Bargaining Agreement, Article 23).~~

~~Volunteer aides,~~

~~The Superintendent or designee shall not be used to assist certificated staff in performing teaching or establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative responsibilities in placeregulation for the types of regularly authorized classified employees who have been laid off. (Education Code 35021)~~

~~duties they will perform.~~

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

### Workers' Compensation Insurance

The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.

Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers' compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)

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### Qualifications

~~The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.~~

~~A volunteer who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 1, 2010 shall have satisfied this requirement. (Education Code 49024)~~

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#### **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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
22 CCR 101170	<a href="#"><u>Criminal record clearance</u></a>
22 CCR 101216	<a href="#"><u>Health screening; volunteers in child care centers</u></a>
Ed. Code 35021	<a href="#"><u>Volunteer aides</u></a>
Ed. Code 35021.1	<a href="#"><u>Automated records check</u></a>
Ed. Code 35021.3	<a href="#"><u>Registry of volunteers for before/after school programs</u></a>
Ed. Code 44010	<a href="#"><u>Sex offense; definition</u></a>
Ed. Code 44814-44815	<a href="#"><u>Supervision of students during lunch and other nutrition periods</u></a>
Ed. Code 45125	<a href="#"><u>Fingerprinting requirements</u></a>
Ed. Code 45125.01	<a href="#"><u>Interagency agreements for criminal record information</u></a>

Ed. Code 45340-45349	<a href="#">Instructional aides</a>
Ed. Code 45360-45367	<a href="#">Teacher aides</a>
Ed. Code 48981	<a href="#">Parental notifications</a>
Ed. Code 49024	<a href="#">Activity Supervisor Clearance Certificate</a>
Ed. Code 49406	<a href="#">TB risk assessment</a>
Ed. Code 8482-8484.6	<a href="#">After School Education and Safety Program</a>
Ed. Code 8484.7-8484.9	<a href="#">21st Century Community Learning Center program</a>
Gov. Code 12940	<a href="#">Unlawful discriminatory employment practices</a>
Gov. Code 3543.5	<a href="#">Prohibited interference with employees' rights</a>
H&S Code 1596.7995	<a href="#">Immunization requirements for volunteers in child care center or preschool</a>
H&S Code 1596.871	<a href="#">Fingerprints of individuals in contact with child day care facility clients</a>
Lab. Code 1720.4	<a href="#">Public works; exclusion of volunteers from prevailing wage law</a>
Lab. Code 3352	<a href="#">Workers' compensation; definitions</a>
Lab. Code 3364.5	<a href="#">Authority to provide workers' compensation insurance for volunteers</a>
Pen. Code 290	<a href="#">Registration of sex offenders</a>
Pen. Code 290.4	<a href="#">Information regarding sex offenders</a>
Pen. Code 290.95	<a href="#">Disclosure by person required to register as sex offender</a>
Pen. Code 626.81	<a href="#">Sex offender; permission to volunteer at school</a>
<b>Management Resources</b>	<b>Description</b>
PERB Decision	<a href="#">Whisman Elementary School District (1991) PERB Decision No. 868</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Justice, Megan's Law</a>
Website	<a href="#">California Department of Education, Parents/Family and Community</a>
Website	<a href="#">Commission on Teacher Credentialing</a>
Website	<a href="#">CSBA</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0500	<a href="#">Accountability</a>
1000	<a href="#">Concepts And Roles</a>
1100	<a href="#">Communication With The Public</a>
1150	<a href="#">Commendations And Awards</a>
1250	<a href="#">Visitors/Outsiders</a>
1250	<a href="#">Visitors/Outsiders</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>
1700	<a href="#">Relations Between Private Industry And The Schools</a>
3514	<a href="#">Environmental Safety</a>
3514	<a href="#">Environmental Safety</a>
3514.1	<a href="#">Hazardous Substances</a>
3514.1	<a href="#">Hazardous Substances</a>
3515.2	<a href="#">Disruptions</a>
3515.2	<a href="#">Disruptions</a>
3515.3	<a href="#">District Police/Security Department</a>
3515.3	<a href="#">District Police/Security Department</a>
3515.5	<a href="#">Sex Offender Notification</a>
3515.5	<a href="#">Sex Offender Notification</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
3541.1	<a href="#">Transportation For School-Related Trips</a>
3541.1-E(1)	<a href="#">Transportation For School-Related Trips</a>
3541.1-E(2)	<a href="#">Transportation For School-Related Trips</a>
3543	<a href="#">Transportation Safety And Emergencies</a>

4030	<a href="#"><u>Nondiscrimination In Employment</u></a>
4030	<a href="#"><u>Nondiscrimination In Employment</u></a>
4112.4	<a href="#"><u>Health Examinations</u></a>
4112.5	<a href="#"><u>Criminal Record Check</u></a>
4112.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
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4131	<a href="#"><u>Staff Development</u></a>
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4157.1	<a href="#"><u>Work-Related Injuries</u></a>
4212	<a href="#"><u>Appointment And Conditions Of Employment</u></a>
4212.4	<a href="#"><u>Health Examinations</u></a>
4212.5	<a href="#"><u>Criminal Record Check</u></a>
4212.5-E(1)	<a href="#"><u>Criminal Record Check</u></a>
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4331	<a href="#"><u>Staff Development</u></a>
4357.1	<a href="#"><u>Work-Related Injuries</u></a>
5020	<a href="#"><u>Parent Rights And Responsibilities</u></a>

5020	<a href="#"><u>Parent Rights And Responsibilities</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5141.4	<a href="#"><u>Child Abuse Prevention And Reporting</u></a>
5141.52	<a href="#"><u>Suicide Prevention</u></a>
5141.52	<a href="#"><u>Suicide Prevention</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.3	<a href="#"><u>Nondiscrimination/Harassment</u></a>
5145.6	<a href="#"><u>Parent/Guardian Notifications</u></a>
5145.6-E(1)	<a href="#"><u>Parent/Guardian Notifications</u></a>
5148	<a href="#"><u>Child Care And Development</u></a>
5148	<a href="#"><u>Child Care And Development</u></a>
5148.2	<a href="#"><u>Before/After School Programs</u></a>
5148.2	<a href="#"><u>Before/After School Programs</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
5148.3	<a href="#"><u>Preschool/Early Childhood Education</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6020	<a href="#"><u>Parent Involvement</u></a>
6116	<a href="#"><u>Classroom Interruptions</u></a>
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6142.6	<a href="#"><u>Visual And Performing Arts Education</u></a>
6142.7	<a href="#"><u>Physical Education And Activity</u></a>
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6145	<a href="#"><u>Extracurricular And Cocurricular Activities</u></a>
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6154	<a href="#"><u>Homework/Makeup Work</u></a>
6163.1	<a href="#"><u>Library Media Centers</u></a>
6171	<a href="#"><u>Title I Programs</u></a>

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6184	<a href="#"><u>Continuation Education</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
7140	<a href="#"><u>Architectural And Engineering Services</u></a>
7140	<a href="#"><u>Architectural And Engineering Services</u></a>
9200	<a href="#"><u>Limits Of Board Member Authority</u></a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption – BP/AR 4119.11, 4219.11, 4319.11: Sexual Harassment (Revised) (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policies and the accompanying administrative regulations have undergone a comprehensive update. These updates ensure that the district's governance framework remains current and legally compliant.

- The updated policies and regulations incorporate new statutory language, which is clearly identified in red underline for ease of review.
- Outdated or superseded language has been removed, with deletions indicated by red strikethrough formatting.

#### **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 policies and regulations, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Revised Policy 4119.11\\_4219.11\\_4319.11\\_Sexual Harassment \(7 pages\)](#)  
[Revised Regulation 4119.11\\_4219.11\\_4319.11 Sexual Harassment \(10 pages\)](#)

**Policy 4119.11/4219.11/4319.11: Sexual Harassment**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 12/14/2022 | Last Reviewed Date:  
**09/17/2025**

The following policy shall apply to all district employees,

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

~~The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The~~ Additionally, the Board prohibits ~~sexual harassment against district employees and~~ retaliatory behavior or action against any person who complains, or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions. (Education Code 220.1; 34 CFR 106.71)~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
- ~~3.4.~~ Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures

4.5. Taking timely and appropriate corrective/remedial action(s), ~~which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments~~

The Superintendent or designee ~~shall~~may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to ~~the~~ harassment policy, ~~(ies)~~, complaint procedures, or training.

~~Sexual Harassment~~, as appropriate and in accordance with law.

## Reports and Complaints

~~District employees who feel that they have been sexually harassed in the performance of their Any district responsibilities~~employee who has experienced sexual harassment in the district's education program or who have activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

~~Any employee with~~ knowledge of ~~any incident of conduct that reasonably may constitute~~ sexual harassment by or against another ~~employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly~~employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint ~~or allegation~~alleging sexual harassment is addressed through ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. ~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law~~Additionally, the Title IX Coordinator shall ensure that any implementation of ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of ~~AR~~Administrative Regulation 4030.

~~The -~~ Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary

action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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**Policy Reference Disclaimer:**

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<b>State</b>	<b>Description</b>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	<a href="#">Employment discrimination</a>
2 CCR 11021	<a href="#">Discrimination in employment - retaliation</a>
2 CCR 11023	<a href="#">Harassment and discrimination prevention and correction</a>
2 CCR 11024	<a href="#">Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</a>
2 CCR 11034	<a href="#">Terms, conditions, and privileges of employment</a>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 11135	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	<a href="#">Fair Employment and Housing Act</a>
Gov. Code 12940	<a href="#">Unlawful discriminatory employment practices</a>
Gov. Code 12950	<a href="#">Sexual harassment</a>
Gov. Code 12950.1	<a href="#">Sexual harassment training</a>
Lab. Code 1101	<a href="#">Political activities of employees</a>
Lab. Code 1102.1	Discrimination: sexual orientation

Lab. Code 1197.5

[Wages, hours, and working conditions](#)

**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](#)

34 CFR 106.1-106.82

[Nondiscrimination on the basis of sex in education programs or activities](#)

42 USC 2000e-2000e-17

Title VII, Civil Rights Act of 1964, as amended

42 USC 2000gg-2000gg-6

[Pregnant Workers Fairness Act](#)

**Management Resources**

**Description**

Court Decision

[Tennessee v. Cardona \(2024\) 737 F.Supp.3d 510](#)

Court Decision

[Olmstead v. L.C. ex rel. Zimring \(1999\) 527 U.S. 581](#)

Court Decision

[John T. D. v. River Delta Joint Unified School District \(2021\) WL 5176356](#)

Court Decision

[Burlington Industries v. Ellreth \(1998\) 118 S.Ct. 2257](#)

Court Decision

[Department of Health Services v. Superior Court of California \(2003\) 31 Cal.4th 1026](#)

Court Decision

[Faragher v. City of Boca Raton \(1998\) 118 S.Ct. 2275](#)

Court Decision

[Gebser v. Lago Vista Independent School District \(1998\) 118 S.Ct. 1989](#)

Court Decision

[Meritor Savings Bank, FSB v. Vinson et al. \(1986\) 447 U.S. 57](#)

Court Decision

[Oncale v. Sundowner Offshore Serv. Inc. \(1998\) 118 S.Ct. 998](#)

Federal Register

[Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579](#)

U.S. DOE, Office for Civil Rights  
Publication

[Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Department of Education](#)

Website

[California Civil Rights Department](#)

Website [U.S. Department of Education, Office for Civil Rights](#)

Website [U.S. Equal Employment Opportunity Commission](#)

## Cross References

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1312.3	Uniform Complaint Procedures
1313	Civility
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.9	Employee Notifications
4112.9	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards

4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9	Employee Notifications
4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures

**Regulation 4119.11/4219.11/4319.11: Sexual Harassment**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011 | **Last Revised Date:** 12/14/2022 | **Last Reviewed Date:**  
**09/17/2025**

~~The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.~~

**Definitions**

~~Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)~~

~~Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether ~~or not~~ the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)~~

- ~~1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment~~
- ~~2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual~~
- ~~3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment~~
- ~~4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.~~

~~For purposes of applying the complaint procedures specified in Title IX ~~of the Education Amendments of 1972~~, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)~~

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

### **Examples of Sexual Harassment**

~~Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:~~

- ~~1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors~~
- ~~2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects~~
- ~~3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements~~

### **Title IX Coordinator/Compliance Officer**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX ~~of the Education Amendments of 1972~~ in accordance with ~~ARAdministrative Regulation~~ 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, ~~as well as to~~and oversee, investigate, and resolve the district's response to sexual harassment complaints processed under ~~ARAdministrative Regulation~~ 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

~~Assistant Superintendent, Human Resources~~

(title or position)

~~1051 S. A Street, Oxnard, CA 93030~~

(address)

~~(805) 385-1501 ext. 2050~~

(telephone number)

~~certificatedhr@oxnardsd.org~~

(email address)

### **Training**

~~The Superintendent or designee shall ensure that employees receive training regarding sexual harassment in accordance with state and federal law.~~

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other

effective interactive training and education regarding sexual harassment- as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on sex, gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other others in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to ~~supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)~~employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the district's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the district does not maintain a website make these materials available upon request, to members of the public.

## **Notifications**

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A~~The Superintendent or designee shall ensure that a~~ copy of the accompanying Board policy and this administrative regulation ~~shall~~:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's ~~web site~~website (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department of Fair Employment and Housing (DFEH)(CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through ~~DFEH~~CRD and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact ~~DFEH~~CRD and the EEOC
7. The protection against retaliation provided by 2 ~~(CCR 11021)~~ for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~DFEH~~CRD and the EEOC

~~In addition~~Additionally, the district shall post, in a prominent and accessible location, the ~~DFEH~~CRD poster on discrimination in employment and the illegality of sexual harassment, and the ~~DFEH~~CRD poster regarding transgender rights. (Government Code 12950)

### Complaint Procedures

All complaints ~~and allegations of~~alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with ~~AR~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved ~~pursuant to AR~~in accordance with

[Administrative Regulation](#) 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the [Title IX](#) Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

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**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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	<a href="#">Employment discrimination</a>
2 CCR 11021	<a href="#">Discrimination in employment - retaliation</a>
2 CCR 11023	<a href="#">Harassment and discrimination prevention and correction</a>
2 CCR 11024	<a href="#">Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</a>
2 CCR 11034	<a href="#">Terms, conditions, and privileges of employment</a>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	<a href="#">Prohibition of discrimination</a>
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 11135	<a href="#">Prohibition of discrimination</a>
Gov. Code 12900-12996	<a href="#">Fair Employment and Housing Act</a>
Gov. Code 12940	<a href="#">Unlawful discriminatory employment practices</a>
Gov. Code 12950	<a href="#">Sexual harassment</a>
Gov. Code 12950.1	<a href="#">Sexual harassment training</a>

Lab. Code 1101	<a href="#">Political activities of employees</a>
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	<a href="#">Wages, hours, and working conditions</a>
<b>Federal</b>	<b>Description</b>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1636	<a href="#">Implementation of the Pregnant Workers Fairness Act</a>
34 CFR 106.1-106.82	<a href="#">Nondiscrimination on the basis of sex in education programs or activities</a>
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	<a href="#">Pregnant Workers Fairness Act</a>
<b>Management Resources</b>	<b>Description</b>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	<a href="#">Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257</a>
Court Decision	<a href="#">Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026</a>
Court Decision	<a href="#">Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275</a>
Court Decision	<a href="#">Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989</a>
Court Decision	<a href="#">Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57</a>
Court Decision	<a href="#">Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998</a>
Federal Register	<a href="#">Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

Website	<a href="#">California Department of Education</a>
Website	<a href="#">California Civil Rights Department</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>
Website	<a href="#">U.S. Equal Employment Opportunity Commission</a>

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4319.21	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Scott Carroll

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption – AR/Exhibit 4119.12, 4219.12, 4319.12: Title IX Sexual Harassment Complaint Procedures (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district regulations and the accompanying exhibits have undergone a comprehensive update. These updates ensure that the district's governance framework remains current and legally compliant.

- The updated regulations and exhibits incorporate new statutory language, which is clearly identified in red underline for ease of review.
- Outdated or superseded language has been removed, with deletions indicated by red strikethrough formatting.

#### **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 regulations and exhibits, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [REVISED Regulation 4119.12\\_4219.12\\_4319.12\\_TitleIX Sexual Harassment Complaint Procedures \(13 pages\)](#)  
[REVISED Exhibit 4119.12\\_4219.12\\_4319.12\\_Title IX Sexual Harassment Complaint Procedures \(5 of pages\)](#)

**Regulation 4119.12/4219.12/4319.12: Title IX Sexual Harassment  
Complaint Procedures**

Status: ADOPTED

Original Adopted Date: 12/14/2022 | Last Revised Date: 12/14/2022 | Last Reviewed Date:  
09/17/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity, in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a ~~person~~ person's equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment ~~complaints brought by~~ or ~~allegations against~~ employees shall be investigated and resolved in accordance with AR Administrative Regulation 4030 - Nondiscrimination in Employment. The determination ~~of whether the allegations meet the definition of sexual harassment under Title IX over which process shall be used to investigate and resolve a complaint~~ shall be made by the district's Title IX Coordinator.

~~Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the~~  
The Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 Administrative Regulation 4030 - Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

### Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent.

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness
3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45
4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

The district's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment
8. Include the procedures and permissible bases for the complainant and respondent to appeal
9. Describe the range of supportive measures available to complainants and respondents
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

## **Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in [ARAdministrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment](#), or to ~~the employee's direct supervisor or any other district administrator~~ [available school employee](#), who shall forward the report to the Title IX Coordinator within one [dayworkday](#) of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. [\(34 CFR 106.44\)](#)

A formal complaint, ~~with~~ [shall include](#) the complainant's physical or digital signature, ~~may or another indication that the complainant is the person filing the complaint, and~~ be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

#### [Even if](#)

[If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim chooses](#) ~~does~~ not ~~to~~ file a formal complaint, the Title IX Coordinator [may file a formal complaint and, in situations when an imminent safety threat exists,](#) shall file a formal complaint ~~in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment.~~ In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

~~The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)~~

#### **Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or [where even if](#) no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and ~~not designed to restore or preserve equal access to the district's education program or activity without~~ [unreasonably burden](#) ~~burdening~~ the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines [or other course-related adjustments](#), modifications of work [or class](#) schedules, [campus escort services](#), mutual restrictions on contact, changes in work [or housing](#) locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

## Emergency Removal from School

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If a student is the respondent ~~is a student~~, the district may ~~on an emergency basis~~, remove the student from the district's education program or activity on an emergency basis, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

## Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 ~~even if proved. The. Additionally, the~~ Title IX Coordinator shall ~~also~~ dismiss any a formal complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States; ~~and. In addition, the Title IX Coordinator~~ may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal ~~of a formal complaint or any allegation in the complaint~~ in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to ARAdministrative Regulation 4030 - Nondiscrimination in Employment, as applicable.

## Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the district shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process, at any time prior to agreeing to a resolution; and any consequences resulting from ~~participating in~~ the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident  
~~if known.~~ Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice ~~shall~~may also include the name of the investigator, facilitator of an informal process, and ~~decision-maker~~decisionmaker and ~~shall~~ inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

## Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
- 6.7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
- ~~1. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness~~
- 7.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence

concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. ~~(34 CFR 106.45)~~

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### Written Decision

The Superintendent shall designate an employee as the ~~decision-maker~~decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation ~~of the matter.~~ (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the ~~decision-maker~~decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The ~~decision-maker~~decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to ~~whether the respondent is responsible~~the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The ~~timelinedistrict~~ may ~~be temporarily extended~~extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the ~~decision-maker~~decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## Appeals

Either party may appeal the ~~district's~~written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or ~~decision-maker~~decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the ~~decision-maker~~decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same ~~decision-maker~~decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal ~~must~~shall be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised 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 antidiscrimination laws, if applicable.

## Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## Disciplinary Actions

The district ~~shall not~~ may impose ~~any~~ disciplinary sanctions or other actions ~~against a respondent, other than supportive measures as described above in the section "Supportive Measures," until~~ after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

## Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), ~~decision-~~ maker ~~decision~~ maker(s), and any person who facilitates an informal resolution process

~~-~~ The district shall make such training materials publicly available on its ~~web site~~ website, or if the district does not maintain a ~~web site~~ website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination

4. [A record of the corrective action implemented, if any](#)
5. [A record of any appeals and the outcome of the same](#)
6. [All training materials addressing the prohibition and investigation of childhood sexual assault](#)

[Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.](#)

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**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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<a href="#"><u>Liability of parent/guardian for act of willful misconduct by a minor</u></a>
Civ. Code 51.9	<a href="#"><u>Liability for sexual harassment; business, service and professional relationships</u></a>
Ed. Code 200-262.4	<a href="#"><u>Prohibition of discrimination</u></a>
Ed. Code 48900	<a href="#"><u>Grounds for suspension or expulsion</u></a>
Ed. Code 48900.2	<a href="#"><u>Additional grounds for suspension or expulsion; sexual harassment</u></a>
Ed. Code 48985	<a href="#"><u>Notices to parents in language other than English</u></a>
Gov. Code 12950.1	<a href="#"><u>Sexual harassment training</u></a>
<b>Federal</b>	<b>Description</b>
20 USC 1092	<a href="#"><u>Definition of sexual assault</u></a>
20 USC 1221	<a href="#"><u>Application of laws</u></a>
20 USC 1232g	<a href="#"><u>Family Educational Rights and Privacy Act (FERPA) of 1974</u></a>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	<a href="#"><u>Nondiscrimination on the basis of sex in education programs or activities</u></a>
34 CFR 99.1-99.67	<a href="#"><u>Family Educational Rights and Privacy</u></a>

34 USC 12291	<a href="#">Definition of dating violence, domestic violence, and stalking</a>
42 USC 1983	<a href="#">Civil action for deprivation of rights</a>
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
<b>Management Resources</b>	<b>Description</b>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	<a href="#">Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736</a>
Court Decision	<a href="#">Davis v. Monroe County Board of Education (1999) 526 U.S. 629</a>
Court Decision	<a href="#">Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274</a>
Court Decision	<a href="#">Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473</a>
Court Decision	<a href="#">Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447</a>
Court Decision	<a href="#">Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567</a>
Court Decision	<a href="#">Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130</a>
Federal Register	<a href="#">Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</a>
U.S. DOE, Office for Civil Rights Publication	<a href="#">Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</a>
U.S. DOJ, FBI Publication	<a href="#">National Incident-Based Reporting System</a>
Website	<a href="#">U.S. Department of Justice, Federal Bureau of Investigation</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0410	Nondiscrimination In District Programs And Activities
1312.3	Uniform Complaint Procedures
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
5145.7	Sexual Harassment

5145.7

Sexual Harassment

5145.71

Title IX Sexual Harassment Complaint Procedures

5145.71

Title IX Sexual Harassment Complaint Procedures

**Exhibit 4119.12/4219.12/4319.12 -E(1): Title IX Sexual Harassment Complaint Procedures**      **Status:** ADOPTED

Original Adopted Date: 12/14/2022 | Last Revised Date: 12/14/2022 | Last Reviewed Date: 09/17/2025

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

~~The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:~~

~~The district does~~shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

~~Title IX requires a school~~

~~The~~ district ~~to~~shall take ~~immediate~~prompt and ~~appropriate~~equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the ~~district's~~district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

~~The district has designated and authorized the~~

~~The~~ following employee serves as the district's Title IX Coordinator, ~~to address and is responsible for addressing~~ concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, ~~sexual assault, dating violence, domestic violence, and stalking:~~

Assistant Superintendent, Human Resources  
(title/position)

1051 South A Street, Oxnard, CA 93030  
(address)

805-385-1501 extension 2050  
(telephone number)

[certificatedhr@oxnardsd.org](mailto:certificatedhr@oxnardsd.org)

(email address)

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator ~~will~~shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see [BP/AR Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment](#), and [AR Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures](#), on the district's ~~web site~~website at <https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36030628>.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: ~~Administrative Assistant, Superintendent's Office Assistant Superintendent, Human Resources~~, 1051 A. Street, Oxnard, California 93030, (805) 385-1501.

Materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the district's website or at the district office upon request.

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Ed. Code 48900	<a href="#">Grounds for suspension or expulsion</a>

Ed. Code 48900.2	<a href="#">Additional grounds for suspension or expulsion; sexual harassment</a>
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Gov. Code 12950.1	<a href="#">Sexual harassment training</a>
<b>Federal</b>	<b>Description</b>
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20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
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34 CFR 99.1-99.67	<a href="#">Family Educational Rights and Privacy</a>
34 USC 12291	<a href="#">Definition of dating violence, domestic violence, and stalking</a>
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Court Decision	<a href="#">Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447</a>
Court Decision	<a href="#">Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567</a>

Court Decision	<a href="#">Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130</a>
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Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">California Department of Education</a>
Website	<a href="#">U.S. Department of Education, Office for Civil Rights</a>

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3580	District Records
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4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

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4119.11	Sexual Harassment
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4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section G: Conclusion

### **Future Agenda Items (DeGenna)**

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The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<u>Item</u>	<u>Proposed Meeting Date</u>
Discussion of public comments process	10/9/25 (Special)
Board Rotation	10/9/25 (Special)
Discussion of Talent Search program	10/15/25
Hiring Practices/Processes	11/5/25
Recognition of Teacher Activities with Non-Profits	12/7/25
Issues with Parking at Sites	TBD

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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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:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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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:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 17, 2025

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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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, September 12, 2025.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A