

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Brian Melanephy, Clerk
Monica Madrigal Lopez, Member
Rose Gonzales, Member
Cynthia Salas, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent

Vacant

Assistant Superintendent,
Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent,
Educational Services

Scott Carroll, Ed.D.

Acting Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING

Wednesday, March 5, 2025

5:00 PM - Open Meeting

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

March 5, 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

Pablo Ordaz, Principal, Curren School, will introduce Evangeline Murillo, 5th grade student in Mr. Rodriguez's class at Curren, 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 and Spanish by Alejandro Bueno, 6th grade student in Mr. Martinez's class at Curren School.

A.4. Presentation by Curren School

Pablo Ordaz, Principal, Curren School, will provide a short presentation to the Board regarding Curren. 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. Recognition of Monica Vergara, Outreach Specialist at Brekke School (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize Brekke Outreach Specialist Monica Vergara for her heroic actions to safeguard a student during a recent situation involving an unknown individual on campus.

A.7. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners and Participants (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners and participants of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 22, 2025.

Winners:

1st place: Amiah-Faith Lillie Weaver - Marshall School

2nd place: Maximo Alexander Diaz - Sierra Linda School

3rd place: Jaylee Gomez - Frank School

Participants:

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

Brekke - Jack Pompey
Chavez - Jose Manuel Zendejas
Curren - Evangeline Murillo
Driffill - Brandon Madrid
Elm - Evelyn Almanza
Fremont - Isla Freitas
Harrington - Emmanuel Davila
Lopez - Ximena Paniagua
Lemonwood - Natalia Anguiano
Marina West - Valeria Castillo Castellanos
McAuliffe - Cassi Parcon
McKinna - Sophia Paniagua
Ramona - Carolina Navarro
Ritchen - Jolene Vera
Rose Avenue - Diego Velasco
Soria - Sophia Rose Preciado

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

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

A.9. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
 - YV v. Oxnard SD, Case #GHC0058142
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Superintendent, Human Resources

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

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

A.11. Report Out of Closed Session

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

A.12. Presentation of the Oxnard School District’s Child Nutrition Program (Núñez/Corona)

The Director of Child Nutrition Services will provide an overview of the Child Nutrition Program for the Oxnard School District.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

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 Acting 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 Notice of Completion - Bid #23-01, ELOP Building Roofing Project

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

(Hubbard)

It is the recommendation of the Chief Information Officer that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #23-01, ELOP Building Roofing Project, with Channel Islands Roofing Inc.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.3. Approval of Amendment #1 to Construction Services Agreement #24-143 with Viola Inc. for the Modernization Project at McAuliffe Elementary School (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Guaranteed Maximum Price (GMP) according to Amendment #1 to Construction Services Agreement #24-143, approve Site Lease Agreement #24-204, and Sub Lease Agreement #24-205 with Viola Inc., to establish the Guaranteed Maximum Price ("GMP") for the Modernization Project at McAuliffe Elementary School, in the amount of \$6,908,240.50, to be paid out of Master Construct and Implementation Funds.

C.4. Approval of Agreement #24-202, Lexia Learning Systems LLC (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-202 with Lexia Learning Systems LLC., to provide teachers, administrators, and Teachers on Special Assignment with virtual support, strategies, and tools for implementation planning, progress monitoring, and professional development, including live online sessions, March 6, 2025 through June 30, 2025, in the amount not to exceed \$1,433.22, to be paid out of LCFF Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.5. Ratification of Agreement #24-208 – Trudy Arriaga, Ed.D. (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees ratify Agreement #24-208 with Trudy Arriaga, Ed.D., for providing consultant services relative to Board Governance at the March 1, 2025 Special Board meeting, in the amount of \$1,500.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1. Reduction In Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #24-14 (Carroll/Cordes)

It is the recommendation of the Acting Assistant Superintendent, Human Resources, and the Director, Teaching & Learning, that the Board of Trustees adopt the Reduction in Force and Resolution #24-14, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

D.2. Approval of Agreement #24-203, School Services of California, Inc. (Carroll/Fuentes)

It is the recommendation of the Acting Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve Agreement #24-203 with School Services of California, Inc., to provide executive search services for the recruitment of an Assistant Superintendent, Business and Fiscal Services, March 6, 2025 through June 30, 2025, in the amount not to exceed \$28,000.00, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Change Order #7 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #007 with Viola Constructors, for the Driffill Elementary School New Transitional Kindergarten Facilities, to return funds to the Contractor which had been improperly deducted from the Construction Services Agreement under Change Order #003, in the amount of \$188,150.00, to be paid out of Master Construct and Implementation Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Request for Approval of Out of State Training Attendance (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state training attendance for Kayla Nelson, Special Education Manager, and Janet Hurtado and Nicole Espinoza, Special Education Teachers, to attend the TEACCH Five Day Classroom Training, July 28 - August 1 2025, in Chapel Hill, NC, in the amount not to exceed \$13,000.00, to be paid from Special Education Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- December 18, 2024 Regular Board Meeting

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 to BP/AR 6158 Independent Study (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 6158 Independent Study for First Reading. The revised policies will be presented for Second Reading and Adoption at the March 19, 2025 Board Meeting.

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

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

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, February 28, 2025.

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

March 5, 2025

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section A: Preliminary

Recognition of Monica Vergara, Outreach Specialist at Brekke School (DeGenna)

The Board recognizes Brekke Outreach Specialist Monica Vergara for her heroic actions to safeguard a student during a recent situation involving an unknown individual on campus.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Brekke Outreach Specialist Monica Vergara for her heroic actions to safeguard a student during a recent situation involving an unknown individual on campus.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section A: Preliminary

Recognition of Alpha Kappa Alpha African American Speech Exposition Winners and Participants (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners and participants of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 22, 2025.

Winners:

1st place: Amiah-Faith Lillie Weaver - Marshall School

2nd place: Maximo Alexander Diaz - Sierra Linda School

3rd place: Jaylee Gomez - Frank School

Participants:

Brekke - Jack Pompey

Chavez - Jose Manuel Zendejas

Curren - Evangeline Murillo

Driffill - Brandon Madrid

Elm - Evelyn Almanza

Fremont - Isla Freitas

Harrington - Emmanuel Davila

Lopez - Ximena Paniagua

Lemonwood - Natalia Anguiano

Marina West - Valeria Castillo Castellanos

McAuliffe - Cassi Parcon

McKinna - Sophia Paniagua

Ramona - Carolina Navarro

Ritchen - Jolene Vera

Rose Avenue - Diego Velasco

Soria - Sophia Rose Preciado

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners and participants of the 2025 Alpha Kappa Alpha African American Speech Exposition, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 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: March 05, 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
 - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
 - YV v. Oxnard SD, Case #GHC0058142
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 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: March 05, 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: March 05, 2025

Agenda Section: Section A: Study Session

Presentation of the Oxnard School District's Child Nutrition Program (Núñez/Corona)

The Director of Child Nutrition Services will provide an overview of the Child Nutrition Program for the Oxnard School District.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational.

ADDITIONAL MATERIALS:

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



Child Nutrition Services

**"Growing Healthy Kids with Farm-
Fresh Foods!"**

March 2025

**Presented by
Jason Corona
Director of Child Nutrition Services
and
Sarah Verduzco
Assistant Director, Child Nutrition Services**

Meal Programs Overview

- School Breakfast Program – CEP/Universal Meals
- National School Lunch Program – CEP/Universal Meals
- TK-Kinder Snack Program – CACFP
- Supper Program – CACFP
- Seamless Summer Feeding Program - NSLP
- Farm to Fork Grant - CDFA
- Weekend Backpack Program – In collaboration with Pupil Services
- Special Diets – As Prescribed by Physician

***CEP** – Community Eligibility Provision – All students eat free, NO meal application

***CACFP** – Child and Adult Care Feeding Program (CDSS)

***Universal Meals** – CDE State of California Funds

***NSLP/SBP** – USDA Federal Funds

***CDFA** – California Department of Food and Agriculture

***CDSS** - California Department of Social Services

Breakfast



K-5 / K-8

- Breakfast provided daily for up to 30 minutes before school
- Service in cafeteria and Breakfast In The Classroom at some school sites
- Meal includes entrée and choices Fruit/Vegetable &
- Milk (optional)

Junior High

- Breakfast provided daily for up to 30 minutes before school
- Second chance breakfast at some sites
- Meal includes entrée and choices Fruit/Vegetable &
- Milk (optional)

BREAKFAST

Must Choose Entrée and

One Item Must Be a ½ C Fruit or Juice or Vegetable

Entrée Must contain: *1 Oz.
Whole Grain or Meat/Meat
Alternative

- *Entrée



- Juice or Fruit – Must Take One



- Milk must offer 2 options – Non-Fat Flavored &
1% Non flavored



Meal Pattern Requirements: ½ Cup
Fruit/Vegetable and *1 Oz. Whole Grain or
Meat/Meat Alternative

Lunch

- Lunch Service Daily
- Seasonal Menu
- Speed Scratch
- Fresh Fruit and Vegetable Options
- Grab and Go Options



LUNCH

Must choose 3 food items

One Must be a 1/2 Cup Fruit or 1/2 Cup Vegetable

*Entrée must contain 1 oz. Meat/Meat Alternate and 1 oz. Whole Grain

- *Entrée-



- Vegetable Subgroups-

Dark Green, Red/Orange, Beans, Peas and Lentils, Starchy and Other (weekly)



- Fruit or Juice-



- Milk - Must offer 2 options
Non-Fat Flavored & 1% Non flavored



NSLP LUNCH

Meal Pattern Requirements

Must offer 1 oz. Meat or Meat Alternate

Must offer 1 oz. Grain - All grain products must be at least 51% whole grain

Must offer ½ Cup Fruit daily

Must offer ¾ Cup Vegetable daily (Weekly Subgroups)

Must offer 2 Milk options daily Fat-Free & Low-Fat

BREAKFAST and LUNCH

Meal Pattern Requirements

- Min-Max amount of Calories per week
- Sodium Limits
- Added Sugar Limits
- Saturated Fat Limits
- Zero Trans-Fats Allowed
- No fried foods allowed
- Fluid milk substitutes, including plant-based options

TK-Kindergarten Snack

- All locations with TK-Kindergarten Program
 - Two Food Items (Must be either: ½ oz Meat/Meat alternate, ½ oz Whole Grain, ½ Cup Vegetable, ½ Cup Fruit, ½ Cup Milk)



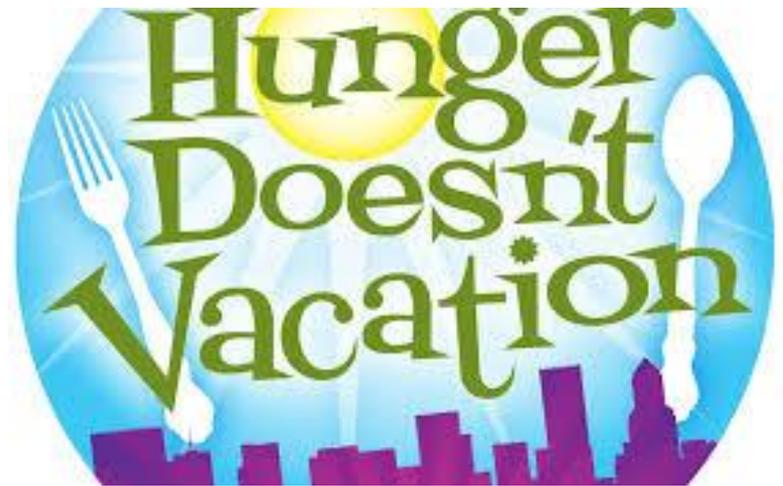
Supper Program

- All locations – Eligible to all students
 - Entrée, Fruit and Vegetable
Milk (optional)
- *Goal for the Future*
Outreach to families and students, fully staffed in afterschool CNS positions to increase participation to all students



Seamless Summer Feeding Program Overview

- All Summer School, Winter and Spring Break Sites
- Community Feeding
Various Locations –All Children 18 years of age or younger
- Migrant Program (VCOE)
- Offsite Community Locations (Oxnard Public Library and Affordable Housing Communities in Oxnard)
- Field Trips – ELOP Excursions



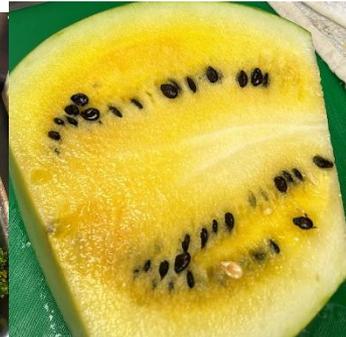
Weekend Backpack Program

- Supports the Oxnard School District's most vulnerable youth dealing with housing insecurity
- Shelf Stable Meal Bag sent home every Friday
- CFDA Farm to Fork Grant provides Farm Fresh Produce for the meal bags
- Approximately 1100 meal bags sent home every Friday with students



Farm to Fork Grant - CDFA

- Unprocessed fresh fruits and vegetables or minimally processed food products from local, regional or California grown producers, small businesses, and socially disadvantaged farmers/producers.
- Fresh Fruits and Vegetables for the Weekend Backpack Program
- Grass Fed California Beef from Sustainable and Regenerative Local Family Farms



Farm to Fork Grant - CDFA

- Student Farmers Markets



Equipment Upgrades

- Purchase of new ovens, refrigerators, food warming cabinets, kitchen equipment and serving lines



Meal Accommodations

- Special Diet Needs
- Texture Modification
- Soy Milk
- Online Menus with Allergen Filters and nutritional information



www.shutterstock.com - 270139781



Funding

- Child Nutrition Fund (Fund 130) is self sufficient and does not infringe on the general fund
- Only reimbursed for meals students take
- Reimbursement Rates 2024-25
 - *Breakfast - \$3.81 per meal
 - *Lunch - \$ 5.37 per meal
 - *Snack - \$1.21 per meal
 - *Supper - \$4.73 per meal
- Cost includes - Food Cost, Labor, Equipment (purchases, repairs and replacement), kitchen cleaning supplies and plates/utensils.

Meals Served 2023-2024 SY

- Breakfast Served – 651,056
- Lunches Served - 1,664,845
- TK-Kindergarten Snacks Served – 244,080
- Supper Meals Served – 398,160
- Seamless Summer Breakfasts Served – 26,556
- Seamless Summer Lunches Served – 24,718

Department Focus

Financial Responsibility – Food Quality – Customer Service
Reduction of Waste – Staff Morale

Limit Food Waste

- Share Tables
- Trash Separation
- Student Education
- Eco-Friendly Plates
- Donation of Food
- Water as a Choice

Quality Meals / Quality Service

- Seasonal Menus
- Speed Scratch
- New Serving Lines
- Grab and Go Jr. High Options
- Produce from Local Farms featured in Menus

Questions



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 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: March 05, 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 Acting Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 03052025 \(2 Pages\)](#)

[Certificated Personnel Actions 03052025 \(1 Page\)](#)

New Hires

Arellano Maria G	Child Nutrition Worker, Itinerant 5 hrs./185 days	02/05/2025
Ceja, Blanca R	Child Nutrition Worker, Itinerant 5 hrs./185 days	02/18/2025
Gil, Aurora E	Child Nutrition Worker, Itinerant 5 hrs./185 days	02/07/2025
Gonzalez, Victoria S	Paraeducator – Special Education, Harrington School 5.75 hrs./183 days	02/03/2025
Hernandez-Vasquez, Jose M	Custodian, Marina West School 5 hrs./246 days	02/11/2025
Lopez, Daniel	Transportation Driver, Transportation Department 8 hrs./183days	02/10/2025
Lopez, Eveanna	Child Nutrition Worker, Elm School 5 hrs./185 days	02/13/2025
Mendoza, Lupita	Office Assistant, Harrington, School 8 hrs./183 days	02/11/2025
Plascencia, Yasuka M	Child Nutrition Worker, Itinerant 5 hrs./185 days	02/21/2025
Rodriguez Flores, Jesus	Paraeducator – General Education, Curren School 8 hrs./183 days	02/12/2025
Romero, Alexiz A	Paraeducator – Special Education, Lopez Academy 5.75 hrs./183 days	02/10/2025

Limited Term/Substitutes

Cazares, Maritza G	Clerical (Substitute)	02/03/2025
Jabat, Marie A	Clerical (Substitute)	02/05/2025
Ladines, Virginia Q	Child Nutrition Worker (Substitute)	01/13/2025
Peraza, Itzel A	Clerical (Substitute)	02/10/2025
Quintana, Natalie C	Clerical (Substitute)	02/03/2025
Rivas Saucedo, Sergio	Custodian (Substitute)	01/30/2025
Rodriguez, Nicolemarie E	Custodian (Substitute)	01/30/2025
Romero, Alexiz A	Paraeducator (Substitute)	02/04/2025
Vega, Alejandra	Paraeducator (Substitute)	02/13/2025

Promotion

Espinoza, Jessica M	School Office Manager, Lemonwood School 8 hrs./215days Office Assistant II, Sierra Linda School 8 hrs./203 days	02/11/2025
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Administrative Transfer

Garcia, Sarah O	Child Nutrition Worker, Itinerant 5 hrs./185 days	02/24/2025
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Transfers

Covarrubias, Leticia	Child Nutrition Worker, Harrington School 5 hrs./185 days	02/12/2025
Gutierrez, Noemi	Paraeducator – General Education, Marina West School 8 hrs./183 days	02/24/2025
Quintana, Nichole V	Child Nutrition Worker, Brekke School 5.5 hrs./185 days	02/18/2025

Transfers (cont.)

Ragis, James P	Child Nutrition Worker, Ritchen School 5 hrs./185 days	02/12/2025
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Voluntary Demotion

Reyes, Miguel A	Paraeducator – General Education, Lemonwood School 6 hrs./183 days	02/19/2025
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Medical Layoffs

6889	Child Nutrition Worker, Driffill School 5.5 hrs./185 days	02/26/2025
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11779	Paraeducator – General Education, Chavez School 6 hrs./183 days	02/13/2025
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Resignations

Leon, Ricardo C	Information Technology Manager, Information Technology 8 hrs./246 days	02/28/2025
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Perez, Mark A	Music Instructor, Marshall School 8 hrs./183 days	02/24/2025
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Uriarte Perez, Melissa S	Paraeducator – Special Education, San Miguel School 5.75 hrs./183 days	02/11/2025
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CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Finney, Christine	Substitute Teacher	2024/2025 School Year
Lopez Torres, Patricia	Substitute Teacher	2024/2025 School Year
Melendez-Erazo, Gabriela	Substitute Teacher	2024/2025 School Year
Montes, Gladys	Substitute Teacher	2024/2025 School Year
Skinner, Maria	Substitute Teacher	2024/2025 School Year

Retirement

Shofner, Lorna	Teacher, Fremont	June 18, 2025
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Resignation

10567	SPED Teacher, Chavez & Ramona	June 18, 2025
10699	SPED Teacher, Lopez Academy	June 18, 2025
12557	SPED Teacher, San Miguel	June 18, 2025
12853	SPED Teacher, Curren & Soria	June 18, 2025

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion - Bid #23-01, ELOP Building Roofing Project (Hubbard)

The contractor, Channel Islands Roofing Inc., has completed the work of Bid #23-01 to perform the work for ELOP Building Roofing Project, as of June 8, 2024. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #23-01, ELOP Building Roofing Project, with Channel Islands Roofing Inc.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:
Melissa Reyes
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: ELOP Building, 3050 Camino Del Sol, Oxnard, CA 93030

for Bid #23-01 and Agreement #23-223, ELOP Building Roofing Project:

That on or about the 1st day of March 2024, the said Oxnard School District of Ventura County entered into a contract with Channel Islands Roofing, Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 8th day of June 2024; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Anabolena DeGenna, being first duly sworn deposes and says: that she is the Secretary of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that she therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that she has read the forgoing notice and knows the contents thereof; that she has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to **(or affirmed)** before me on this _____ day of _____, 2025, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #1 to Construction Services Agreement #24-143 with Viola Inc. for the Modernization Project at McAuliffe Elementary School (Hubbard/CFW)

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.

Pursuant to District direction, CFW, Inc., on July 17, 2024 issued an RFQ/P to Lease-Leaseback contractors to provide the pre-construction services for the McAuliffe Elementary School modernization project. Five firms submitted responses by the August 21, 2024 deadline. Following interviews on August 29, Viola Constructors was scored as the best respondent by the panelists composed of District and CFW personnel.

During preconstruction Edwards Construction Group proposed that 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 includes Sublease Payments in the amount of \$30,148.18 including 5% interest 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 LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work indicated in the DSA approved construction and contract documents for the school site. (Construction Services Agreement #24-143)
- The Site Lease Agreement leases the McAuliffe Elementary School (property) to Viola Inc. and requires that they complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease. (Site Lease Agreement #24-204)
- The Sublease Agreement subleases the property from Viola Inc. back to the Oxnard School District for operational use and access to the facilities after completion of construction. The Sublease requires the District to make lease payments to Viola Constructors that constitute the financing provided by the contractor under the LLB model. (Sublease Agreement #24-205)

The Guaranteed Maximum Price (GMP), Site Lease and Sub-Lease will allow the District to align its goals with the Board of Education.

FISCAL IMPACT:

Not to Exceed: \$6,908,240.50 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Guaranteed Maximum Price (GMP) according to Amendment #1 to Construction Services Agreement #24-143, approve Site Lease Agreement #24-204, and Sub Lease Agreement #24-205 with Viola Inc.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #1 \(3 Pages\)](#)
- [GMP Qualifications - Narrative - \(4 Pages\)](#)
- [GMP Bid Proposal \(54 Pages\)](#)
- [GMP Rev-2 \(7 Pages\)](#)
- [Site Lease \(9 Pages\)](#)
- [Sub Lease \(12 Pages\)](#)
- [Construction Services Agreement #24-143, Viola Constructors \(62 Pages\)](#)

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

Date:

VIOLA INC.:

By: _____
Michael Viola, President

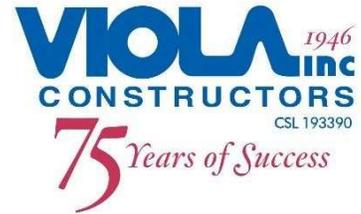
Date:

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



02/11/2025

McAuliffe ES Modernization GMP Qualifications and Narrative

To: Gerald Schober
Vice President
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

The pricing included in this proposal shall cover the costs to perform construction tasks as defined in the construction documents designed by IBI Group and stamped DSA Approved on 04/19/2021; in conjunction with scope administered by Arcadis for the Oxnard School District property known as McAuliffe Elementary School at 3300 Via Marina Ave., Oxnard, C.A. 93035.

Included in the Guaranteed Maximum Price of \$6,891,013.00 are necessary General Conditions costs for a 12-month schedule. The project scope of work considers Addenda 1, 2, and 3; with the exceptions noted on the Cost Summary Exclusions and Alternates. The Sublease payment shall total \$361,778.16, payable in 12 monthly payments of \$30,148.18, inclusive of the sublease finance charge of \$17,227.56 as shown in the Sublease Fee Calculation. The total project cost of the GMP plus the sublease finance charge is a grand total of **\$6,908,240.50**. The following are the recommended trade contractors for items to be furnished and installed by Viola Inc.:

1. Selective Demolition will be performed by Wright Sawing and Breaking with a full understanding of the plans and sequence of work. All Demolition indicated in DSA Plan Set is included with the inclusion of misc. demolition for any new utilities and ADA Modifications. Work will be performed by Wright Sawing and Breaking.
2. Miscellaneous Carpentry will be performed by M&T Concrete Inc. and includes miscellaneous wood blocking and framing and door hardware modifications.
3. Rough Carpentry will be performed by Abdellatif Inc. and includes all rough carpentry per DSA Approved Plans and Specs including new wall framing, HVAC Pipe Support Blocking, Cabinet Backing, and Jambs for reworked doors.
4. Architectural Woodwork will be manufactured by Brothers of Industry, Inc. and includes all upper and lower cabinetry with hardware. Cabinet box millwork to be installed by M&T Concrete Inc. All items shall be fabricated upon shop drawing

approval.

5. Doors and Hardware scope will be performed by M&T Concrete Inc. and includes new door leafs and hardware as suggested by Addendum 02 door schedule dated 01/02/2025 and the scope of work defined by FlyLock Security Solutions proposal received on 02/06/2025. Existing classroom doors to receive new locks only.
6. Storefront Glass will be performed by SB Glass and includes all interior storefront glass and glazing.
7. Ballistic Transaction windows will be performed by FlyLock Security Systems.
8. Drywall Scope will be performed by Premier Drywall and includes all new drywall, light gauge metal framing and misc. drywall patch.
9. Ceramic Tile Scope will be performed by VC Tile and Stone and includes tile patching and repairs at restroom floor and wall tile.
10. Flooring Scope will be performed by Reliable Flooring and includes all new HVT, Carpet and Cove Base.
11. Acoustical Ceiling Scope will be performed by Prime Acoustics and includes the replacement of existing ceiling tile and repair of existing grid.
12. Painting Scope will be performed by Vanguard Painting and includes interior painting.
13. Classroom and ADA Signage will be performed by Signs Portal and includes all signage indicated on signage schedule.
14. Toilet Partitions and Accessories scope will be performed by Stumbaugh and Associates and includes new toilet partitions and accessories.
15. Fabric Wrapped Wall Panels will be performed by Tech Wall, Inc. and includes all fabric wrapped wall paneling as per the approved alternate 1/2" fabric panel.
16. Visual Display Boards will be performed by NACO and includes all marker boards indicated in DSA Approved Plans and Specifications.
17. Plumbing Scope and Hydronic Piping will be performed by Precision Plumbing and includes all Plumbing, rework of existing condensate lines, misc. relocation of existing plumbing rough-in, Pipe Supports and like-for-like replacement of Hydronic Piping.
18. HVAC Scope will be performed by Reed Mechanical Systems Inc. and includes partial replacement of the existing HVAC Ducting system, including Supplies, Returns and Roof Intakes as indicated on the plans.
19. Electrical Scope will be performed by Scott and Sons Electric and includes new retrofit Light Fixtures in existing T-Bar Ceiling light troffers, Reconfiguration of Electrical in Classrooms, Surface Mounted Fixture "E", approved value engineered Fixture "D", A/V Front Row Rough-In, CCT Rough in and A/V, Data, WAP/OFCI Items and access

control.

SCHEDULE OF ALLOWANCES							
09400	Classroom VCT & Flooring Allowance	ALLOWANCE	1	LS	\$ 150,000	\$ 150,000	\$ 150,000

ALTERNATES							
1	Window tint ALT#3, KN#5007		4000	SF	\$ 20	\$ 80,000	
2	Patch/New ACT in hallways		6800	SF	\$ 4	\$ 27,200	
3	Paint existing corridors ceiling grid		6800	SF	\$ 3	\$ 20,400	
4	R&R Hallway fixtures(TBD)		1	LS	\$ 29,250	\$ 29,250	
5	<i>Approve alternate hardware to Allegion</i>	<i>TBD % Deduct</i>	<i>1</i>	<i>LS</i>	<i>TBD</i>	<i>TBD</i>	

EXCLUSIONS							
1	Structural steel, cold formed channel steel and gauge metal larger than 16ga.						
2	Removal and reinstallation of existing Stage and ADA ramp in the MPR room to be by others.						
3	KoroSeal wall protection at MPR walls as noted A8501/7.						
4	Work to all portable/modular classrooms.						
5	Replacement of 34 wood Classrooms Doors Type-B, Classroom Doors Type-B fire rated glass (all Addenda) and Frames Type-C as noted on ADD01-A9000(Issue-1), Door Schedule Remark #1 and ADD01-A9000(Issue-2). Changes in door Types and hardware Groups: Response to RFI-005, ADD01-A9000 (Issue-"3") email 02/02/2025, Door Schedule Addendum 04 (Issue-4), 02/05/2025, Controlled Access Door Type-A Storefront 161a,b,c,d; Door Schedule Addendum 04-R1, 02/06/2025.						
6	Work to Administrative Office spaces, Storage Rooms and Janitor closets/rooms.						
7	Refurbishing of existing bathroom concrete floors.						
8	Repairing of existing bathroom plumbing fixtures and accessories.						
9	Refurbishing existing ACT grid ceiling & new light fixtures at all Corridors. See Alternates #2, #3 and #4.						
10	Repair or replacement of all Corridor flooring.						
11	Replacement or reworking of existing school PA speaker and clock system.						
12	Specialty locker, Media/Library modular shelving and moveable book racks.						
13	Multi-color, pattern and mixed product flooring per RFI# 02/Addendum 01.						
14	Repairs, reinstallation or refurbishment of all existing roll-up doors.						
15	Repairs or refurbishment of existing skylights.						
16	Work to existing kitchen, food service, walk-in refrigeration rooms or other food storage areas.						
17	Replacement of grease trap. Grease trap replaced in 2022.						
18	Replacing existing sewer and wastewater lines.						
19	New hot water heaters or repairs to existing units.						
20	Addendum Phasing Plan-ADD01-G000 response to Architect RFI-01.						
21	Welded hydronic steel pipe joints 40 A53A "like for like replacement", grooved pipe connections only.						
22	New hollow metal door frames at new door leafs.						
23	No repairs to laminate countertops per detail A8500/30. 8 Each book shelving extensions only.						
24	Price increases due to tariffs.						
25	Specified surface mounted Light Fixture Type-D. Substituted with approved value engineered alternate.						
26	Specified 1" stretch-fabric seamless tackwall. Substituted with approved 1/2" panelized tackboards.						
27	Patching and/or new carpet at Media Center.						
28	Work to Audiovisual Room 117.						

All work performed by Viola Inc. Subcontractors shall conform to “skilled and trained workforce” requirements. There are no considerations for the potential of a Project Labor Agreement (PLA) included should one arise.

Viola Fee is 6%

Viola Insurance rate is set at 1.9% (Inclusive of Builders Risk Policy)

Viola Bond rate is .94%

Viola Inc. is committed to exceeding the expectations of our clients and endeavors to deliver a successful project.

Sincerely,
Viola Incorporated



Nick Shipp
Sr. Project Manager

***“Together as a Team, we build Successful Projects
One by One, Year after Year”***

Lay-In Panel Ceilings



31129 Via Colinas #702 Westlake Village, CA 91362
 Tel (818) 707-3508 Fax (818) 707-3509
 Contractors License # C2-739826 Exp. 8/31/2025
 DIR# 1000004361 Exp. 6/30/2025
DZEST@MSN.COM & Raymond.PrimeAcoustics@gmail.com
WWW.PRIMEACOUSTICSCEILING.COM

Bid Proposal – R1

Bid Date: **1/3/2025**

Project Name: **McAuliffe Elementary School**

Project Location: **Oxnard, CA**

Section Bidding: **Acoustical Ceiling Panels #095100**

- | | |
|--|--------------|
| 1: Estimated sqft: Repair Per Plan (LCP) | |
| Repair of Existing Grid with New 2’ x 4’ 15/16” Grid | Color: White |
| 2: Estimated sqft: 19,700 (LCP-2) | |
| New 2’ x 4’ Mesa 2 nd Look II Tile #688 | Color: White |

Total Price: **One Hundred Twenty Six Thousand Four Hundred Dollars. \$ 126,400.00**
 Price Good for 60 days

Add Compression Struts to be changed from 12’x12’ pattern to 8’x8’ pattern per plan Add \$31,000

Included:

2 wires per light fixture lay-in grid
 Furnished and Install
 Tax Included
 Insurance/ Worker Comp
 Addendum Noted – 1
Plans Dated 11.12.24
Prevailing Wages
Phasing of 4 Stages
RFI – 1&2

Exclusions:

HVAC Wire
 Insulation
 Demolition
 Bond
 Soffits
After Hours Work

Submitted By: **Raymond Buensuceso**
 (818) 707-3508

Bathroom Accessories

Architectural Wood Cabinets



BROTHERS OF INDUSTRY

Project: McAuliffe Elementary

Contractor/Owner: Viola

Attention: Bryan Szal

Total - \$251,300

Kindergarten 101 (QTY: 3) - \$10,200

- Equivalent Rooms: 106,129
- 13 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 7 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Special Day Class 127 - \$8,600

- 10 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 10 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Special Day Class 128 - \$7,300

- 7 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Special Day Class 198 - \$8,900

- 7 LF Upper and Lower cabinets
 - Standard PLAM Exposed Cabinet Surfaces
- 8 LF Open Lower cabinets with adjustable shelves
 - Unfinished Paint Grade
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 9 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Classroom 113 - \$7,200

- 7 LF Upper and Lower cabinets at kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Keyboard 112 - \$7,200

- 7 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Resource Specialist 122 - \$8,100

- 8 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

General Classroom 1106 (QTY: 14) - \$8,600

- Equivalent Rooms: 123,166,167,168,175,190,197,1101,1102,1103,1104,1105,1107
- 7 LF Upper and Lower cabinets at Kitchen
- Standard PLAM Exposed Cabinet Surfaces
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Classroom 171 (QTY: 2) - \$11,800

- Equivalent Rooms: 186
- 8 LF Upper and Lower cabinets at Kitchen
 - Standard PLAM Exposed Cabinet Surfaces
- 11 LF Open Lower cabinets with adjustable shelves
 - Unfinished Paint Grade
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

Classroom 174 (QTY: 3) - \$9,800

- Equivalent Rooms: 124, 188
- 7 LF Upper and Lower cabinets at Kitchen
 - Standard PLAM Exposed Cabinet Surfaces
- 10 LF Open Lower cabinets with adjustable shelves
 - Unfinished Paint Grade
- Melamine Interiors
- Soft Close Hinges
- Includes \$2/Pull allowance
- Includes Subtop
- Includes Standard PLAM Countertop
- 13 LF Floating Shelf Behind Bypass (1)
 - Speedbrace 1000lb capacity brackets per addendum 1

EXCLUDES:

- Appliance Millwork Panel Installation
- Tax if applicable.
- Backing
- All Items not specifically detailed.
- **Install**

Schedule:

- Shop Drawings – 4-5 Weeks
- Fabrication – 12-14 Weeks

Notes and Qualifications:

- **Pricing Excludes All Install**
- **Pricing Excludes Prevailing Wage**
- Schedule and Pricing good for 30 days.
- Price assumes normal business hours – (7AM – 4PM) If jobsite hours vary from this, then price subject to increase.
- Removal of any portion of the proposed scope may result in an increase in remaining items.
 - Current proposal priced as package.
- Proposal includes (2) drawing revisions. Additional drawings will be billed at T&M Lead Rates.

T&M Rate beyond original scope:

- \$115/Hr – Lead
- \$95/Hr – Helper

Please contact Hunter Grosse (Hunter@brothersofindustry.com) with any questions.

Selective Demo



7738 Burnet Avenue
 Van Nuys, CA 91405
 TEL: 800-648-6469
 FAX: 818-778-1895

DEMOLITION ESTIMATE

Date: January 15, 2025
 Company: **Viola Inc.**
 Address: 5811 Olivas Park Dr
 City: Ventura, CA 93003
 Office Contact:
 Cell Phone: 805-487-3871
 E-mail: mcaliboso@violainc.com
 Job Name: **McAuliffe Elementry School**
 Address: 3300 Via Marina Avenue
 City: Oxnard, CA 93035

<u>A2000 - Demolition Floor Plan</u>	
Remove Existing ACT Tiles	7236 SF
Remove Existing light Fixtures	30 EA
<u>A2001 - Demolition Floor Plan</u>	
Remove Existing Flooring	10382 SF
Remove Existing Partition Walls	30 LF
Remove Existing Demising Walls	15 LF
Remove Existing Millworks	383 LF
Remove Existing ACT Tiles	10382 SF
Remove Existing Door & Frame	23 EA
<u>A2002 - Demolition Floor Plan</u>	
Remove Existing Flooring	8399 SF
Remove Existing Millworks	124 LF
Remove Existing ACT Tiles	8399 SF
Remove Existing Door & Frame	20 EA
<u>A2003 - Demolition Floor Plan</u>	
Remove Existing Flooring	10699 SF
Remove Existing Millworks	323 LF
Remove Existing ACT Tiles	10699 SF
Remove Existing Door & Frame	18 EA
<u>A2001 - MEP Demolition Floor Plan</u>	
Remove Existing light Fixtures	73 EA
Remove Existing Plumbing Fixtures	10 EA
<u>A2002 - MEP Demolition Floor Plan</u>	
Remove Existing light Fixtures	52 EA
Remove Existing Plumbing Fixtures	7 EA
<u>A2003 - MEP Demolition Floor Plan</u>	
Remove Existing light Fixtures	72 EA
Remove Existing Plumbing Fixtures	11 EA
<u>M2001 - MEP Demolition Floor Plan</u>	
Remove Existing Diffusers & Return Grill	12 EA
<u>M2002 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	7 EA
<u>M2003 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	11 EA
<u>M2004 - MEP Demolition Floor Plan</u>	
Remove Existing Ducting	517 LF
<u>M5000 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	3 EA
<u>M5001 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	3 EA
<u>M5002 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	2 EA
<u>M5003 - MEP Demolition Floor Plan</u>	
Remove Existing Return Grills and Sound boots	2 EA
SELECTIVE DEMOLITION \$ 311,468.00	

PAYMENT EVERY 30 DAYS
 1 MOVE-ON INCLUDED, WORK PERFORMED ON REGULAR HRS HOURS, NO WEEKEND WORK
 NO LAYOUT INCLUDED
 NO REMOVAL OR WORKING AROUND UNDERGROUND UTILITIES
 NO ENGINEERING, PLAN CHECK COSTS, PERMITS OR FEES INCLUDED
 PATH OF TRAVEL PROTECTION INCLUDED
 LABOR, EQUIPMENT & DISPOSAL INCLUDED IN THE ABOVE NOTED ITEMS
 NO WORK ON OR AROUND HAZARDOUS MATERIALS INCLUDED
 NO CUTTING OR CORING FOR ENGINEERED TRADES INCLUDED
 DUST OR NOISE BARRIERS NOT INCLUDED
 ELECTRICAL, GAS or WATER SHUTOFF NOT INCLUDED

Alvaro Rodriguez; Mobile: 818-419-1796

1/15/25

FAST FORWARD CONCRETE CUTTING, Inc.

LICENSE # 592985

DATE



Sawing • Coring • Demolition • Breaking

P.O. Box 7715, Ventura, CA 93006
Office (805) 658-1815 • Fax (805) 658-1050
Lic.# 823507 • wsandb@sbcglobal.net

January 16, 2025

Viola Constructors, Inc.
Attn: Nick & Brian
5811 Olivas Park Drive, #204
Ventura, CA 93003

RE: McAuliffe ES Modernization

BID PROPOSAL

Dear Nick & Brian:

Please be advised that the price for the work to be performed at the above location is \$420,420.00 which is based on (3) move-ons and includes the following work:

- Supply labor, equipment, trucking & dump fees (legal disposal)
 - Sheet A2001 dated 03/04/21
 - Demo of the following
 - Millwork & plumbing fixtures
 - Wall demo at room 115
 - Doors note 2025-single door only (12)
 - Doors note 2025-double door only (2)
 - Doors note 2308-double door & frame (2)
 - Ceiling tiles only & light fixtures approximately 12,221 SF
 - Tackable wall
 - Sheet M2001 dated 03/26/21
 - Demo of the following
 - Return air grill & sound boot (9)
 - Linear diffuser (1)
 - Return air duct up to roof (2), 31"X53"

- Sheet A2002 dated 03/04/21
 - Demo of the following
 - Millwork & plumbing fixtures
 - Flooring approximately 3,472 SF in rooms 143 & 147
 - Doors note 2025-single door only (6)
 - Doors note 2025-double door only (2)
 - Doors note 2308-single door & frame (3)
 - Doors note 2308-double door & frame (2)
 - Ceiling tiles only & light fixtures approximately 9,780 SF
 - Tackable wall
- Sheet M2002 dated 03/26/21
 - Demo of the following
 - Return air grill & sound boot (3)
 - Return air duct up to roof (2) 25"X25" & (2) 31"X25"
- Sheet A2003 dated 03/04/21
 - Demo of the following
 - Millwork & plumbing fixtures
 - Flooring approximately 1,246 SF in rooms 187, 188, 189
 - Doors note 2025-single door only (12)
 - Doors note 2025-double door only (2)
 - Doors note 2308-double door & frame (1)
 - Windows (2)
 - Ceiling tiles only & light fixtures approximately 11,977 SF
 - Tackable wall
- Sheet M2003 dated 03/26/21
 - Demo of the following
 - Return air grill & sound boot (9)
 - Return air duct up to roof (2), 32"X32"
- Sheet M2004 date 03/26/21
 - Demo of the following
 - External duct work
 - CHWS/R piping & piping & pipe supports
- Sheet M2901 date 03/26/21
 - Demo CHWS/R piping & piping & pipe supports
 - Cutting & capping of electrically, plumbing & HVAC by others

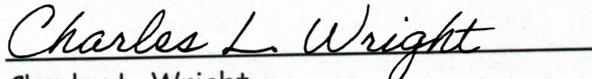
- Addendum 1-3 have been acknowledged
- Work performed after 07/01/25 includes rate increase
- Wright Sawing & Breaking not responsible for survey
- Wright Sawing & Breaking to retain salvage rights
- Our DIR# is 1000011992 &
- Above price is based on all work being performed at prevailing wage during normal business hours.

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

Door Hardware

FlyLock Security Solutions - Los Angeles

FlyLock Security Solutions - LA

License#: 1103375

Billing Address:

8840 Wilshire Blvd.

Beverly Hills, Ca. 90211

Shipping Address:

26911 Ruether Ave STE H

Canyon Country, CA 91351

Email:

LosAngeles@FlyLock.com



ESTIMATE

BILL TO	JOB SITE
Viola Inc. 5811 Olivas Park Drive Ventura, CA 93003	McAuliffe Elementary School Modernization 3300 Via Marina Ave, Oxnard, CA 93035

ESTIMATE #	DATE	TERMS	WORK ORDER	P.O. NO.	REP
#188703	01/18/2025	-			Steven Klemmer

SCOPE OF WORK:

School corridors and entryways access control upgrade, bullet-resistant transaction windows (QTY 2), ePACS existing/through others.

DESCRIPTION	PRICE	QTY	TOTAL
Satin Chrome, (Base Steel), Five Knuckle Ball Bearing Heavy Weight Full Mortise Butt Hinge	\$49.25	18.0	\$886.50
Satin Chrome, 3/4" Offset Intermediate Pivot, Left hand	\$286.31	7.0	\$2,004.17
Satin Chrome, 3/4" Offset Intermediate Pivot, Right hand	\$286.31	8.0	\$2,290.48
Satin Chrome, 3/4" Offset Intermediate Pivot Set, Left hand	\$560.28	7.0	\$3,921.96
Satin Chrome, 3/4" Offset Intermediate Pivot Set, Right hand	\$560.28	8.0	\$4,482.24
Satin Stainless Steel, (Base Stainless), Push Plate	\$37.59	60.0	\$2,255.40

DESCRIPTION	PRICE	QTY	TOTAL
10" x 34" Kick Plate, Stainless Steel	\$91.37	4.0	\$365.48
4" x 35" Mop Plates, Stainless Steel	\$41.39	4.0	\$165.56
Security Floor Stop	\$21.59	15.0	\$323.85
GRAY Gray, Door Silencer (100/pk)	\$45.82	12.0	\$549.84
Vandal Resistant Trim, Satin Stainless Steel, With Black Grip, Dummy Trim	\$366.35	4.0	\$1,465.40
Vandal Resistant Trim, Satin Stainless Steel, With Black Grip, Nightlatch Function	\$366.35	7.0	\$2,564.45
LCN 4040XP Non-Hold Open(NHO) EDA(Extra Duty Arm) Surface Closer, Alum finish	\$927.28	24.0	\$22,254.72
LCN SEM7850 Recessed Wall Mounted Magnetic Door Holder, Aluminum finish	\$665.05	6.0	\$3,990.30
Schlage Rim Cylinder W/ FSIC Construction Core, Convertible Tailpiece, Satin Chrome	\$228.14	14.0	\$3,193.96
Schlage Rim Cylinder W/ Construction Core, Straight cam, Satin Chrome	\$241.96	7.0	\$1,693.72
Schlage 23-030 FSIC Full Size Interchangeable Cylinder, Everest T Keyway, Satin Chrome	\$172.22	85.0	\$14,638.70
Concealed Door Position Switch for Metal Door	\$137.15	17.0	\$2,331.55
Schlage Classroom Security Mortise Lock, Stainless Steel Antimicrobial finish, Left handed, w/ LOCKED/UNLOCKED Indicator for Inside of Door	\$1,993.59	32.0	\$63,794.88
Fire-Rated Steel Mullion, 7 foot, Sprayed Alum finish	\$2,957.85	3.0	\$8,873.55
Von Duprin Electrified Power Transfer - 10 24 GAUGE WIRES - ALUMINUM	\$794.14	17.0	\$13,500.38
Keyed Removable Steel Mullion, 7 Foot, Sprayed Alum Finish	\$2,309.35	4.0	\$9,237.40
Panic Accessible Rim Exit Device w/ Double Cylinder with Security Indicator, 996L trim, Fire Rated, Satin Chrome	\$4,745.08	2.0	\$9,490.16
Panic Accessible Electrified Rim Exit Device, Left Handed, Antimicrobial silver finish, Nightlatch Pull Trim	\$4,898.65	3.0	\$14,695.95
Panic Accessible Electrified Rim Exit Device, Right Handed, Antimicrobial silver finish, Nightlatch Pull Trim	\$4,898.65	4.0	\$19,594.60

DESCRIPTION	PRICE	QTY	TOTAL
Panic Accessible Electrified Rim Exit Device, Left Handed, Antimicrobial silver finish, Exit Only	\$4,676.57	4.0	\$18,706.28
Panic Accessible Electrified Mortise Exit Device, Right handed, Silver antimicrobial finish, Fire Rated	\$5,716.07	3.0	\$17,148.21
Panic Accessible Rim Exit Device, Left handed, Silver antimicrobial finish, Fire Rated	\$3,436.25	3.0	\$10,308.75
Schlage PS902 2-amp power supply w/ battery backup circuit	\$1,149.44	7.0	\$8,046.08
Zero 102A 36" Offset Saddle threshold	\$80.41	3.0	\$241.23
Zero 102A 72" Offset Saddle threshold	\$160.80	4.0	\$643.20
Zero International 188S-BK - Adhesive Gasketing - 17 feet	\$56.45	30.0	\$1,693.50
Zero 39A 36" Aluminum Door Sweep with Solid Neoprene Brush Insert	\$43.68	11.0	\$480.48
Zero 8780N 96" 1.00"W x .094"H Closed Cell Sponge Neoprene Self-Adhesive Gasketing	\$38.85	7.0	\$271.95
Labor to Install Door Hardware/Access Control Equip - Covers Prevailing Wage, Trip Charges, & Etc.	\$35,000.00	1.0	\$35,000.00
ARMORTEX Bullet Resistant Level 3 Aluminum Transaction Window w/ RMDT1016 TRAY	\$12,280.80	2.0	\$24,561.60
ARMORTEX Bullet Resistant Level 3 Natural Voice Cover ANVS-6	\$844.20	2.0	\$1,688.40
Labor to install Bullet Resistant Transaction Window - Covers Prevailing Wage, Trip Charges, & Etc.	\$2,400.00	1.0	\$2,400.00

DESCRIPTION	PRICE	QTY	TOTAL
21 Hollow Metal Door Leaf(s)..... (TYPE B DOORS HOLLOW METAL - 161A, 161B, 161C, 161D - EXCLUDE FRAME X HOLLOW METAL 16GA HONEYCOMB CORE DOORS W/INTEGRAL LIGHTS & GLASS PER DOOR TYPES SHEET A9000 - 20M RATED TO ACCOMMODATE HARDWARE SCHEDULE SUPPLIED) (TYPE C DOORS HOLLOW METAL - 143A, 143B & 143C - EXCLUDE FRAME X HOLLOW METAL 16GA HONEYCOMB CORE DOORS W/INTEGRAL LIGHTS & GLASS PER DOOR TYPES SHEET A9000 - NOT RATED TO ACCOMMODATE HARDWARE SCHEDULE SUPPLIED) (TYPE BB DOORS HOLLOW METAL - 120A, 120B, 120C - EXCLUDE FRAME X HOLLOW METAL 16GA HONEYCOMB CORE DOORS W/INTEGRAL LIGHTS & GLASS PER DOOR TYPES SHEET A9000 - 20M RATED TO ACCOMMODATE HARDWARE SCHEDULE SUPPLIED - AS PAIR OF OPENINGS) (TYPE CC DOORS HOLLOW METAL - 100, 111, 169 & 193 - EXCLUDE FRAME X HOLLOW METAL 16GA HONEYCOMB CORE DOORS W/INTEGRAL LIGHTS & GLASS PER DOOR TYPES SHEET A9000 - NOT RATED TO ACCOMMODATE HARDWARE SCHEDULE SUPPLIED - AS PAIR OF OPENINGS)	\$43,315.50	1.0	\$43,315.50
Labor for Door Installation - Covers Prevailing Wage, Trip Charges, & Etc.	\$66,801.91	1.0	\$66,801.91
	Sub Total	-	\$439,872.29
	Sales Tax	7.75%	\$0.00
	GRAND TOTAL	-	\$439,872.29
	Payments/Credits	-	-
	Balance Due	-	-

TERMS AND CONDITIONS

Estimate

Estimate includes expected costs for labor, materials, and travel time. This is an estimate only. Closer inspection may reveal the need for additional labor hours and parts/hardware. Any additional costs will be clearly communicated prior to work being done beyond the scope of this estimate.

Estimates are good for 60 days.

Assumptions:

Additional devices or materials are not included in the above scope of work. Any additional material needed will need a change order and prior approval.
 Patching and Painting are not included in this proposal.
 Price is based upon work being done during normal business hours (Monday – Friday 8 AM – 5 PM, if

work is to be done after hours an additional charge shall be incurred.

Any additional trips to the above referenced location due to non-completion, no access, or any other work may be subjected to additional charges

Site conditions that prevent or delay the work for the above scope of work, additional trip charges shall be incurred.

Payment Terms

50% Deposit required at project acceptance

Balance due upon completion of the project

Cancellation after parts have been ordered will result in a 25% restocking fee

FlyLock Security Solutions - LA, Limited Warranty

We appreciate this opportunity to earn your business and we believe you will be extremely satisfied with the quality of our workmanship and the parts that we install. **Customer satisfaction is our goal.**

What the Limited Warranty covers:

FlyLock Security Solutions - LA warrants our installations to be free from defects during the warranty period. If a Product proves to be defective in material or workmanship during the warranty period, FlyLock, will, at its sole option repair or replace the Product with a new or refurbished product of like kind, within a reasonable period of time after receipt of the defective Product. Any replacement product or parts may include remanufactured or refurbished parts or components, and the Product will carry the balance of the original product warranty.

How Long the Limited Warranty is Effective:

Parts are warranted for one year from purchase date. Installation/workmanship is warranted for 90 days from the installation completion date.

After warranty expiration, the cost to repair or service Products will be at the customer's expense.

What the Limited Warranty does not Cover:

Client furnished or existing equipment/parts, cables and connectors.

Any Product for which the serial number has been modified, defaced or removed.

Any Product that is out-of-warranty as determined by the date on the original proof of purchase.

Removal, re-installation and set-up costs or charges.

Damage, deterioration or malfunction resulting from:

Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized Product modification, improper installation if installed by

other, or failure to follow instructions supplied with the Product or other events, causes or reasons beyond FlyLock's control.

Tampering or opening the Product, or attempted repair by anyone other than a TFL of LA employee.

Damage due to shipment.

Causes external to the Product, such as electrical power fluctuations or power failure.

Use of supplies or parts not meeting FlyLock's specifications.

Normal wear and tear, or customer or other third party induced damage to the Product, including criminal acts of third parties and damage caused from use other than normal and proper operation of the Product, as specified in the owner's manual.

Any other cause that does not relate to the Product or workmanship defect such as non-electrical or mechanical attachments.

FlyLock has not authorized any other party to extend any other warranties in connection with the sale of the Product, and it will not accept any responsibility for any statements, representations, or warranties made by any other person.

Exclusion of damages:

FlyLock Security Solutions - LA, LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT OR AS

OTHERWISE SPECIFIED HEREIN. FlyLock, SHALL NOT BE LIABLE FOR:

DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL,

INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR OTHERWISE AND WHETHER KNOWN OR SHOULD HAVE BEEN KNOWN BY FlyLock, INCLUDING LOSS OF PROPERTY AND PERSONAL INJURY RESULTING FROM ANY BREACH OF WARRANTY, THE INABILITY TO USE THE PRODUCT OR UNDER ANY LEGAL THEORY IN CONTRACT OR TORT. TFL of LA's LIABILITY IS LIMITED TO THE ACTUAL PURCHASE PRICE PAID BY YOU TO THE RETAIL SELLER OF THE DEFECTIVE PRODUCT.

ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

THIS LIMITED WARRANTY AND REMEDIES ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CONJUNCTION WITH THE SALE AND USE OF THE PRODUCT. NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE GIVEN AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NO FlyLock - LA DEALER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, CHANGE OR AMENDMENT TO THIS LIMITED WARRANTY WITHOUT THE WRITTEN CONSENT AND AUTHORIZATION OF FlyLock - LA.

Effect of State Law:

IF THE EXCLUSION OR LIMITATION OF AN IMPLIED WARRANTY IS NOT ALLOWED UNDER APPLICABLE LAW, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DURATION OF SUCH IMPLIED WARRANTY WILL BE LIMITED TO THE SHORTER OF THE SHORTEST DURATION ALLOWED BY APPLICABLE LAW, OR THE WARRANTY PERIOD SET FORTH ABOVE

Approved:

Signature

Date

Printed Name

Ready to secure your site?

[Click Here to Approve & Sign](#)

[Decline](#)

[Contact Estimator](#)

Gypsum Board



A Division of Pre Con Industries, Inc.

License # 809679
PO Box 5728
Santa Maria, CA 93456-5728
Toll free: 1-800-928-6650
Direct: 1-805-928-3397
Fax: 1-805-928-0977
License #809679

BID PROPOSAL

7421

PROPOSAL SUBMITTED TO:

Form for proposal submission details including Name (Viola Constructors), Attention (Bryan), Address, City/State/Zip, Phone, and Fax.

WORK TO BE PERFORMED AT:

Form for work location details including Name (McAuliffe Elementary School Modernization), Address (3300 Via Marina Ave), City/State/Zip (Oxnard, CA 93035), and Spec Sections.

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work:

Complete Gypsum board

Includes:

- (1) Layer of 5/8" type X gypsum at interior soffits as per A8300
(1) Layer of 5/8" type X gypsum at interior walls as per 3, 8, & 18/A8300
Patchback at new wall and soffit connections
Patchwork at removed cabinets, coat hooks, light fixtures, and window blinds
Level 5 skim coat finish at exposed gypsum on new soffits and new walls

PHASE #1: \$81,375.00

PHASE #2: \$93,774.00

PHASE: \$96,581.00

Exclusions: Blocking, ACT ceilings, fry reglets, exterior sheathing, fire caulking, additional patching/caulking other than noted above, dimensional metals, plywood sheathing, sound board, wood framing, insulation, roof work, masking/floor protection, water, power, night/weekend work, over time wages.

Option: SLO county builder recycle program, an additional \$150.00. (Please initial)

All pricing will be reviewed and adjusted if necessary for material price increases quarterly from date of proposal. All material is guaranteed to be as specified above and the above work to be performed in accordance with the drawings, for the sum of:

\$271,730.00 with payments to be made as follows: Progressive billing, Net upon completion

Addendums 1 & 2

Date of Plans: 12/16/2024

TERMS: All invoices due 10 days from receipt. A finance charge of 1 1/2% per month (APR of 18%) will be charged on past due balances over 10 days.

All work to be completed in a workmanlike manner according to per standard practices. Any deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Attorney & expert fees are assumed to the prevailing party. Water & Electricity to be provided by the General Contractor onsite. Any additional insurance endorsements to be paid by owner. All work to be presumed from 7:00AM to 5:00PM unless other wise noted in scope.

Note: This proposal will be withdrawn by us if not accepted within 30 days

Respectfully submitted,

DATE:

Handwritten signature and date 1/13/2025

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms therefore.

(Date)

(Owner/Contractor)

<BIDPROP.FT2>

Electrical

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003
PH (805) 642-8547 *** FAX (805) 642-8548

Bid Proposal

TO: Viola Construction
SPEC. SEC. # : 260000 270000 280000
JOB NAME: McAuliffe Elementary School Modernization
JOB ADDRESS: 3300 Via Marina Ave. Oxnard 93035

ATTN: Estimating
TRADE: Electrical

DATE
SUBMITTED: 1/16/2025

SUBMITTED BY: Steve Ext. 17
LICENSE NO: 700054
DIR # 1000000877

PHONE NO: (805) 642-8547
CELL (805) 746-1990

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	1, 2, 3

Total Electrical, Fire Alarm, Low Volt Bid:

\$ 1,231,000

Budget for Hall Lighting Replacement per Addendum 3:

\$ 29,250

Provision of temp power spider boxes and power cords:

\$ 15,000

* Potential Saving up to \$ 70,000 for approval of an alternate type D fixture

INCLUDES:

All electrical work per the plans and specs.
New Notifier fire alarm system per the FA drawing and specs
Removal and replacement of existing light fixtures and controls
Complete door access control system per addendum 1 and 2
Complete WAP and Camera CCTV system per addendum 3
All conduit, wire, and Install of OFCI devices for the Front Row system, and TV's per the LV drawings and specs
Replace all fixtures in the hallways per the addendum 3 drawings
Safe off of power for 3 phases
An adder for the Provision of temp power spider boxes and temp power cords

EXCLUDES:

Permit, utility, & bond fees
General contractor temp power and lighting
Mechanical controls and control wiring
Cutting, patching, painting of finished surfaces
Fire Stopping
T-Bar Slack wire
Access panels
Sawcut and patch of asphalt and concrete in classroom for floor box
Cast in place concrete
Disposal of demolished materials
Provision an installation of Motorized Shades, Shade Motors, Splitters, and Shade Control Switches
120V electrical and low volt control wiring for the Roller Shades - Removed in Addendum 1
Provision of TV Monitors or Projection Screens - SSE to provide 120V power and HDMI conduits, wire, and install of OFCI devices per the E and LV sheets.

Resilient Flooring

RELIABLE FLOOR COVERING, INC

Since 1959

1/10/25 Revised 1: Added alternate for 14 classrooms per email

Viola Inc
Ventura CA 93003
Tel: 626-447-2448
Email: mcaliboso@violainc.com

Attn: Melanie Caliboso
Re: McAuliffe ES Modernization
3300 Via Marina Ave
Oxnard CA 93035

Dear Melanie,

The following is a finish flooring bid proposal for the McAuliffe ES Modernization project in Oxnard.

Bid Sections 090600 Colors and Finishes
 096500 Resilient Flooring
 096513 Resilient Base

Scope of work

- Furnish and install HVT-1/5/11 (HVT 2.5mm 18x18 Colors: Snow, Granite, Pine) in the STEAM Academy Lab (room 188-opp) per finish sheets A5200-B per plans.
- Furnish and install HVT-1/9 (HVT 2.5mm 18x18 Colors: Snow, Lagoon) in the Multi-purpose (room 143), in Corridor 147, and Counseling Office 187 & 189 per finish sheets A5201 per plans.
- Furnish and install TC-1 (Shaw Camden hall 30 5B050) in room in Media Center (115) new room per plans.
- Furnish and install TC-2 (Shaw Direction Tile 5T071 Sight) in Media Center new room per plans.
- Furnish and install TC-3 (Shaw Basic Tile 5T121 Limestone) in Media Center new room per plan/sheet A5200A.
- Furnish and install rubber base (Burke Mercer #190 Jackalope) in areas where work is performed and plans.
- Perform standard skim coat floor preparation.

Total price Tax Included	\$39,574.00
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Option: Add Classrooms per email (101, 106, 129, 126, 127, 166, 167, 168, 170, 171, 172, 173, 174, 175)
Scope of Work:

- Furnish and install HVT-1/5/11 (HVT 2.5mm 18x18 Colors: Snow, Granite, Pine) in the rooms 101, 106, 129, 126, 127, 166, 167, 168, 170, 171, 172, 173, 174, 175 with pattern work per plans.

2304 Townsgate Rd. Westlake Village CA 91361 | david@reliablefloor.org
805-495-4811 | fax 805-497-4069
lic. 839258 | C-15 | C-54
Serving Southern California Since 1959

RELIABLE FLOOR COVERING, INC

Since 1959

- Furnish and install rubber base (Burke Mercer #190 Jackalope) in classrooms named above where work is performed and plans.
- Perform standard skim coat floor preparation.

Total Option price Tax Included

\$87,604.00

Please note:

- 1) This bid includes extra prep labor due to ACM bead blasting. If no bead blasting is done in the demo process we can drop the price.
- 2) This bid does not include moisture vapor control remediation if needed (it does however include moisture testing).

Exclusions: Major Floor Prep (grinding & leveling), Protection of New Floors, VCT Waxing.

Union: Yes – Local 1247

SBE State of CA: Yes #41420

DIR State of CA: 1000001948

Bond Rate: 1.3%

Sincerely, David Martin

2304 Townsgate Rd. Westlake Village CA 91361 | david@reliablefloor.org

805-495-4811 | fax 805-497-4069

lic. 839258 | C-15 | C-54

Serving Southern California Since 1959

Rough Carpentry



PROPOSAL

Project Name: McAuliffe Elementary School
Project Location: Oxnard, CA
Date Submitted: January 10, 2025

SCOPE OF WORK

Inclusions:

- Cabinet backing per 15/A8500
- New wall framing where noted
- Soffit framing per A8300
- Hoisting
- Prevailing wage using union carpenters
- Addenda 1,2

Exclusions:

- Non catalog hardware
- Demo
- MEP blocking
- Bond (add 1.6%)

Price: \$299,000

**Alternate Add: Pipe support blocks per 3/M03 and duct riser blocks per 1/M04:
\$137/location**

DIR# 1000001544

**Prepared by:
Hazem Abdellatif
949-463-2450**

Glazing

Santa Barbara Glass Company

6385 Rose Lane Unit B
Carpinteria, CA 93013
805-962-7648 Lic # 245557 DIR #1000004360

BID PROPOSAL **McAuliffe Elementary School** **Modernization** **Oxnard, CA**

Page 1 of 2

Questions call or email Ed 805-896-3962
(ed@sbglassmen.com)

1-16-25

Santa Barbara Glass Company hereby proposes to furnish and install the following materials as qualified below per Architectural Plans dated 3-4-21 Addendum #1, #2, & #3 Noted. RFI's 1 thru 5 noted.

Specification Sections – 084113 Glazed Aluminum Entrances & Storefronts
085669 Bullet – Resistant Aluminum Transaction Windows
088100 Glazing
088813 Fire Rated Glazing
079200 Joint Sealants (as related to our scope only)

Qualifications: The generalized scope consists of Furnishing and Installing Glazed Aluminum Entrances in Breakout Rooms 115A & 115B, Bullet Resistant windows, & Fire Rated glass in Doors by others.

1. Aluminum Storefronts and Entrances to be Kawneer TF400 1 ¾" x 4" per 084113 2.4A1b.
2. Aluminum Entry Doors to be Standard Duty Wide Stile per 084113 2.5A1b with 10" Bottom Rails prepped to receive hardware furnished by others. We will install the Door Hardware. Door #115A & 115B are included.
3. Finish on Aluminum Entrances and Storefronts to be Class I Clear Anodized Finish per 084113 2.11A.
4. Glass for Break Rooms 115A & 115B to be ¼" Clear Tempered per 088100 3.9A1.
5. Fire Rated Glass in Door Types B, BB, C, CC by others to be Technical Glass Products ¾" Low Iron PyroStop per 088813 2.6 Fire Resistant Rated Glazing. Note: ¾" Thickness is the minimum available. Make sure your Hollow Metal Door Contractor is aware of this.
6. All other non rated glass in doors by others to be ¼" Clear Tempered.
7. Bullet Resistant windows to be Armortex per spec 085669 2.1A
8. Shop Drawings & Submittals are included.
9. Lifts or hoisting related to our work is included.
10. Sealant related to our work is included – (1) Exterior Bead and (1) Interior Bead.
11. This proposal is to be listed and included as an exhibit to our contract agreement.
12. Billing for stored material to be included in our contract agreement.
13. All exclusions listed below to be listed in contract or use this proposal as an exhibit to be part of contract agreement.

Total Installed Tax Included Base Bid - \$217,634.00
Skilled Trained Workforce acknowledged. All exhibits acknowledged.

Santa Barbara Glass Company

805-962-7648 Lic # 245557 DIR #1000004360

BID PROPOSAL **McAuliffe Elementary School** **Modernization** **Oxnard, CA**

Page 2 of 2

Exclusions:

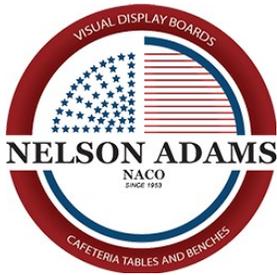
1. Cleaning and protection of installed materials all spec sections.
2. Replacement of Materials Damaged or Broken by Others.
3. Overtime work of any type or kind.
4. Liquidated Damages of any type or kind.
5. Insurance requirements/amounts beyond our current coverage.
6. Final Door Cylinders & Keying.
7. Hollow Metal Doors & Frames.
8. Mock ups of any type or kind 084113 1.9E.
9. Field Quality Control Reports 084113 1.7E and 3.5 in it's entirety.
10. Maintenance Data for Structural Sealant 084113 1.8B (there is no structural sealant specified or used).
11. Mirrors.
12. Bonding or Personal Guarantees.
13. Stamped Calculations for 084113.
14. Quality Control Program 084113 1.7D
15. Special Finish Warranty 084113 1.11B 10 years. 10 years is unavailable. 5 years is max.
16. Door Hardware for doors 115A & 115B
17. 088100 1.8C Test reports for laminated glass (there is no laminated glass called out)
18. 088100 1.10 Preconstruction testing
19. 088100 1.13A, B, C Warranty there is no Coated glass, Laminated glass, or insulating glass on this project.
20. 088813 1.11B Warranty for Special Insulating Glass (there is no special insulating glass called out in the plans or specs)
21. Window Tinting of any kind Keynote 5007 (this was deleted in Addendum 1)

Terms of this bid proposal: Per negotiated contract agreement. Bid good for 30 days.

Submitted by: Ed Dickson

1-16-25

Markerboards



Nelson Adams NACO Inc.
420 S E St.
San Bernardino, CA 92401
Lic. 971118
PW. 1000009263
Ph:1.877.810.4080

QUOTE 9869

JOB TYPE:WB-VISUAL DISPLAY BOARDS

ADDENDUMS3

PHASE: 1

DATE:

CUSTOMER PO: 0

Client: OXNARD SCHOOL DISTRICT
 1051 SOUTH A STREET
 OXNARD CA 93030

Ship To: MCAULIFFE ELEMENTARY SCHOOL MODER
 1051 SOUTH A STREET
 OXNARD CA 93030

Contact: 0

Part#	Description	Unit	Qty.	Total
Job: 9869 MCAULIFFE ELEMENTARY SCHOOL MODERNIZAT				
10 11 00 VISUAL DISPLAY UNITS				
----- PHASE 1 -----				
	MARKERBOARDS	LOT	1	102,356.00
	5' H x 12' W MARKERBOARD	E/A	3	
	5' H x 7' W MARKERBOARD	E/A	2	
	5' H x 8' W MARKERBOARD	E/A	4	
	e3 PORCELAIN / 1/2" MDF / .005 BACKER / C-4 TRIM / STD BLADE TRAY			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			
	MARKERWALLS			
	5.5' H x 9' W MARKERWALL	E/A	3	
	e3 PORCELAIN / 1/2" MDF / .015 BACKER			
	J-TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	HORIZONTAL SLIDING MARKERBOARDS			
	5' H x 34' H CASEWRK MNT - 4 TRACKS / 9 PANELS W/O FIXED BACK PANEL	E/A	1	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			
	FULL HEIGHT SLIDING MARKERBOARDS			
	7.50' H x 7.50' W 2 TRACKS / 2 PANELS W/O FIXED BACK PANEL	E/A	3	
	7.50' H x 9.20' W 2 TRACKS / 3 PANELS W/O FIXED BACK PANEL	E/A	1	
	5.25' H x 14' W 4 TRACKS / 7 PANELS W/O FIXED BACK PANEL	E/A	1	

!!!!INVOICE TERMS START FROM DATE OF RECEIVED MERCHANDISE!!!!

Prices Good for 60 days on Material Only. Prices on Shipping And/Or Freight are SUBJECT TO CHANGE any Time.

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and / or Approved drawings including color selection.
 FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
 Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.
 Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out and / or delivery. Restocking fee of 35% will apply to every return order.

Part#	Description	Unit	Qty.	Total
	7.50' H x 13.50' W 3 TRACKS / 4 PANELS W/O FIXED BACK PANEL	E/A	6	
	5.20' H x 25.50' W 4 TRACKS / 7 PANELS W/O FIXED BACK PANEL	E/A	1	
	5.25' H x 25.50' W 4 TRACKS / 7 PANELS W/O FIXED BACK PANEL	E/A	7	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	ACCESSORIES			
	MH / 1" MAPHOOKS	E/A	1462	
	FH / UNIVERSAL FLAGHOLDER	E/A	10	
	----- PHASE 2 -----	LOT	1	99,046.00
	MARKERBOARDS			
	5' H x 3.75' W MARKERBOARD	E/A	6	
	5' H x 12' W MARKERBOARD	E/A	4	
	5' H x 4' W MARKERBOARD	E/A	5	
	5' H x 7' W MARKERBOARD	E/A	2	
	5' H x 8' W MARKERBOARD	E/A	8	
	e3 PORCELAIN / 1/2" MDF / .005 BACKER / C-4 TRIM / STD BLADE TRAY			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			
	MARKERWALLS			
	5.5' H x 12' W MARKERWALL	E/A	1	
	5.5' H x 7' W MARKERWALL	E/A	4	
	e3 PORCELAIN / 1/2" MDF / .015 BACKER			
	J-TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	HORIZONTAL SLIDING MARKERBOARDS			
	5' H x 34' H CASEWRK MNT - 4 TRACKS / 8 PANELS W/O FIXED BACK PANEL	E/A	1	
	5' H x 33' H CASEWRK MNT - 4 TRACKS / 9 PANELS W/O FIXED BACK PANEL	E/A	1	
	5' H x 34.2' H CASEWRK MNT - 4 TRACKS / 9 PANELS W/O FIXED BACK PANEL	E/A	2	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and/ or Approved drawings including color selection.

FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.

Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.

Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out And/ or delivery. Restocking fee of 35% will apply to every return order.

Part#	Description	Unit	Qty.	Total
FULL HEIGHT SLIDING MARKERBOARDS				
	7.50' H x 9.20' W 2 TRACKS / 3 PANELS W/O FIXED BACK PANEL	E/A	4	
	7.50' H x 13.50' W 3 TRACKS / 4 PANELS W/O FIXED BACK PANEL	E/A	4	
	7.50' H x 16.50' W 3 TRACKS / 5 PANELS W/O FIXED BACK PANEL	E/A	1	
	5.17' H x 25.50' W 3 TRACKS / 7 PANELS W/O FIXED BACK PANEL	E/A	4	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
ACCESSORIES				
	MH / 1" MAPHOOKS	E/A	199	
	FH / UNIVERSAL FLAGHOLDER	E/A	11	
	----- PHASE 3 -----	LOT	1	114,410.00
MARKERBOARDS				
	5' H x 12' W MARKERBOARD	E/A	9	
	5' H x 16' W MARKERBOARD	E/A	2	
	5' H x 4' W MARKERBOARD	E/A	4	
	5' H x 7' W MARKERBOARD	E/A	2	
	e3 PORCELAIN / 1/2" MDF / .005 BACKER / C-4 TRIM / STD BLADE TRAY			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			
HORIZONTAL SLIDING MARKERBOARDS				
	5' H x 34.20' H CASEWRK MNT - 4 TRACKS / 9 PANELS W/O FIXED BACK PANEL	E/A	1	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			
	1" FORBO CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	TACK INSTERT COLOR: TBD FROM NELSON ADAMS NACO'S STANDARD			
FULL HEIGHT SLIDING MARKERBOARDS				
	7.50' H x 9.20' W 2 TRACKS / 3 PANELS W/O FIXED BACK PANEL	E/A	1	
	7.50' H x 13.50' W 3 TRACKS / 4 PANELS W/O FIXED BACK PANEL	E/A	9	
	5.20' H x 25.50' W 3 TRACKS / 7 PANELS W/O FIXED BACK PANEL	E/A	9	
	e3 PORCELAIN / 1/2" PARTICLEBOARD / .015 BACKER			

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and/ or Approved drawings including color selection.

FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.

Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.

Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out And/ or delivery. Restocking fee of 35% will apply to every return order.

Part#	Description	Unit	Qty.	Total
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	ACCESSORIES			
	MH / 1" MAPHOOKS	E/A	288	
	FH / UNIVERSAL FLAGHOLDER	E/A	12	

WITH INSTALL - IN STATE

UNITS EXCEEDING STANDARD DIMENSIONS WILL BE PROVIDED IN SECTIONS
 ALL STANDARD ACCESSORIES INCLUDED
 MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE
 FREIGHT PRICES ARE ESTIMATES AND MAY BE RECALCULATED AT TIME OF SHIPMENT
 INSTALLATION PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE
 NOTE: QUOTE CONTAINS MATERIALS, SHIPPING AND INSTALLATION
 FREIGHT DELIVERY - 1 EA. PER QUOTE
 SALES TAX INCLUDED
 ANY MISSING QTYS CAN BE ADDED TO A CHANGE ORDER
 THIS QUOTE IS VALID FOR THE ENTIRE SCOPE LISTED ABOVE. NO PARTIALS

Total \$315,812.00

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and/ or Approved drawings including color selection.

FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.

Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.

Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out And/ or delivery. Restocking fee of 35% will apply to every return order.

Painting

Vanguard Painting, Inc.
2541 Topaz Court, Oxnard CA 93030
(805) 650-0111

Lic. #554570

DIR. #1000002890

BID FORM

Project: McAuliffe ES, Oxnard
Representative: Thomas Roerich

Date: January 17, 2025
Email: Troer727@aol.com

Section(s) & Trade(s): 09 91 00 Painting

Furnish & Install: YES; F.O.B. Job Site: YES; Tax Included: YES; Prevailing Wage: YES.
Addenda: #1- #3

Scope of Work: Unless otherwise agreed, Vanguard Painting, Inc. [herein "Painter"] shall furnish all labor, materials, and equipment necessary to accomplish the following WORK [herein "Work"] in a workmanlike manner in accordance with plans and specifications [see above "Section (s) and Trade(s)" for specific specification numbers] identified below ["Original Plans" herein] and upon which the contract price is based:

Interior – 1) Gypsum board walls and ceilings, per finish schedule. 2) HM/Wood doors and door frames.
3) Exposed ductwork. 4) T-bar grid at ceilings.

Exterior – 1) New roof accessories.

Note: Price assumes normal working hours and walls are in "paint ready" condition.

Price: Painter agrees to do the Work for, and Contractor agrees to pay, the sum indicated under "Total". This amount does not include work required by changes or modifications to the original plans or addenda. Bid is good for 30 days from above date.

Total Price* \$ 265,700.00

*SUBJECT TO "QUALIFICATIONS TO BID" (Page 2)

Alternatives

Add/(Deduct)

Alt # One:

Alt #

Alt #

Exclusions:

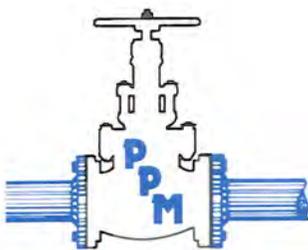
1) Trade damage touch-up. 2) Floors. 3) Hardware removal/replacement. 4) Intumescent coatings. 5) Aluminum. 6) Signage and graphics. 7) Lead Abatement. 8) Cabinets. 9) AGC. 10) Existing Exterior surfaces.

0117 Foster Youth

QUALIFICATIONS TO BID

1. All work to be performed by Vanguard Painting, Inc. shall be performed in accordance with Painting and Decorating Contractors of America (“PDCA”) standards P1-92, P4-94, and P7-99 (available at www.pdca.org). Any subcontract between Vanguard and Contractor shall expressly incorporate those PDCA standards, which shall prevail over any other term or provision contained in any plan, specification, general condition, special condition, or other contract term or provision.
2. Vanguard and Contractor will enter into a standard form subcontract agreement not containing any unusual or non-customary term or provision. In addition, the standard form subcontract agreement shall include the following terms of condition as a condition precedent to execution and shall contain or incorporate these qualifications to bid:
 - a. Payments to Vanguard will be as work is performed; no pay if paid or pay when paid clause will be accepted by Vanguard;
 - b. Vanguard shall have the right to stop work if any payment is not timely made and Vanguard shall be able to keep the project idle until all payments due are received.
 - c. Failure to timely pay Vanguard shall be a material breach entitling Vanguard to cease any further work;
 - d. All warranties and/or guarantees shall be void for non-payment;
 - e. Change Orders or directives for extra work may be accepted by Vanguard upon verbal direction from Contractor’s project Manager, job superintendent, or other appropriate persons and may be memorialized by way of mutual exchange of electronic message (i.e., e-mail);
 - f. Vanguard shall not be obligated nor responsible for any liquidated or unliquidated consequential damages for delays to completion
3. The Contractor shall give Vanguard reasonable notice of when it is to commence work in any given portion or area of the Project.
4. Paint touch-up, of trade damage, is extra work. This work will be paid for on a time and material basis. The rate is \$100.00 man hour and \$ 60.00 per gallon of paint, plus 15% mark-up for overhead and profit.
5. The Total Price indicated on page 1 shall be valid for a period of not more than thirty (30) calendar days from the date of submission of this bid. Thereafter, the “Total Price” shall be subject to adjustment based on price escalation related to materials, supplies, increase in insurance, etc of an amount equal to not less than 3% per quarter, or fraction thereof (i.e., 3 months, beginning on day 31 of when the bid is submitted).
6. Vanguard shall be provided a deposit of not less than 20% of the Total Price, as may be adjusted based on Paragraph 5, above in order to lock in pricing for materials
7. The Total Price DOES NOT INCLUDE the price of any bonds, which shall be borne by either the agency or the general contractor

Plumbing



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature  Ryan Ramirez

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

Attachment “A”
PROPOSAL #15275

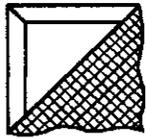
The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings for sanitary sewer.
- Type L copper pipe with wrought copper solder type fittings for domestic water piping.
- Safe off of plumbing piping. Demolition by others.
- Plumbing fixtures as described in the plumbing fixture schedule on sheet P1000 of plans dated 3/4/2021.
- Chlorination of new domestic water piping with certificate. Water sample at every new sink location.
- Lead detection test at all new sink locations per spec section 22 1000 3.12 G.
- Replacing existing grease interceptor.
- Relocate 2 urinals and 1 water closet in restroom 109.
- Relocate 2 urinals in restroom 163 as per plan sheet A5012. This work is not shown on the plumbing drawings.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Bonds.
- Meter relocation or upgrade fees.
- All toilet room accessories (i.e., grab bars, towel dispensers, partitions, etc.)
- Any patchwork to walls, ceilings or roof.
- Asbestos or lead abatement.
- X-ray or radar of slab.
- Hydronic piping.
- Concrete replacement.
- Temporary fencing or barricades needed for plumbing work.
- All electrical work needed for plumbing equipment, including low voltage electrical.

Vinyl Wall & Tackable Substrate



TECH-WALL
Acoustical & tackable
Wallcovering Surfaces

*Acoustical / Tackable
SPECIALISTS
Since 1989*

January 16th, 2025

TECH -WALL proposes to furnish the necessary labor and materials on the following project:

**McAuliffe Elementary School Modernization
3300 Via Marina Avenue, Oxnard**

Section 09 77 13: Stretched-Fabric Wall System (Addenda #1)

Bid Price as 1" System: \$ 143,631

Alternate Value Engineered Bid Price as 1" System: \$ 112,120

Alternate Bid Price as 1/2" System: \$ 132,108

Alternate Value Engineered Bid Price as 1/2" System: \$ 101,560

Stretched-Fabric Wall System Scope of work: Per Elevations A5000, A5001, A5002, A5004, A5006, A5007, A5008, A5009 and A5011. Also to be referenced is Finish Schedule A9000.

Materials to be used: Supply & Install 1" Compressed Polyester Acoustical core material panels per Specifications in Addenda #1. The Addenda #1 also listed a new Section 09 06 00 Colors with the fabric changed from Carnegie Xorel Fabric pattern "Meteor" to Guilford "FR701", Silver Papier #538. Panels are to be installed using a site-fabricated stretched-fabric wall system. The Oxnard School District standard has been to use a 1/2" system so we are providing that as an alternate. We are also providing a Value Engineered RR Panelization.

Notes: Bid excludes any backing required for Acoustical or Tackable Wall Panels

Exclusions: This Bid does not include the supply or installation of any Acoustical or Tackable Wall Panels.

We are a UNION company

We are Small Business Certified

Small Business Certified #36116

License # 599057

DIR # 1000004150

Addendum noted - 3

Alternates affecting this bid - Ours

For bond add 2% to bid

Bid price good for 30 days

Plan Revision 01/02/2025

TW Job #

This bid sheet is to be included in the contract

www.tech-wall.com

2590 Main Street Suite 105 Ventura, CA 93003 (805) 642-7600

Ceramic Tile



Certified Tile and Stone, Inc.

Custom & Commercial · LIC. # 1076945
14557 Calvert Street, Van Nuys, CA 91411
Tel: 818-785-4088
Fax: 818-785-4059

Bid No.: 10533
Date: 01/16/25

PROPOSAL
TILE WORKS
(TILE PATCH / REPAIR)

Submitted To	Job Information
<p style="text-align: center;">Viola</p> <p>Name Viola Constructors Inc. Attn.: Estimating</p> <p>Address 5811 Olivas Park Drive, Suite 204</p> <p>City Ventura CA ZIP 93003</p> <p>Phone 805-487-3871 Fax 805-487-3870</p>	<p style="text-align: center;">McAULIFFE ELEMENTARY SCHOOL</p> <p>Job Name MODERNIZATION</p> <p>Address 3300 Via Marina Avenue</p> <p>City Oxnard CA ZIP 93035</p> <p>Phone _____ Fax _____</p>

ROOM/LOCATION/APPLICATION	CODE	MATERIAL DESCRIPTION	TOTAL COST
INTERIOR TILE WORKS			
BOYS RESTROOM (109-N); Ref: A5012)		TILE MATERIALS	\$ 1,626.00
Floor Tile - Only Along New Patch Wall and Partition Spot (Approx. 1 Box)	Floor	Floor Tile Match: Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color Group 1 to 4), Matte Finish, Size: 2" x 2" Moiscac Tile (Straight Joint) on 12" x 24" Sheet (24 SF per Carton)	
Base Tile @ Patch Area (8+ Ln. Ft.), Assume. 24+ Pcs	Base	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Flat Top Cove Base Tile, A-3401 (84pcs per Carton)	
Wall Tile @ Patch Area (Note 5080) Only per Elev. 109-N / A5012 (+40 Sq. Ft. Coverage)	Wall	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Field Tile (12.50SF per Carton)	
Wall Trim Tile - Bullnose @ Patch Area (8+ Ln. Ft.), Assume. 24+ Pcs	BN	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S-4449 (100pcs per Carton)	
Rough Materials	Rough	Rough Materials - Consist mostly of Thin-Sets & Grouts, etc necessary to complete Tile Installation.	
BOYS RESTROOM (195-S); Ref: A5012 (Sim.)		TILE MATERIALS	\$ 1,626.00
Floor Tile - Only Along New Patch Wall and Partition Spot (Approx. 1 Box)	Floor	Floor Tile Match: Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color Group 1 to 4), Matte Finish, Size: 2" x 2" Moiscac Tile (Straight Joint) on 12" x 24" Sheet (24 SF per Carton)	
Base Tile @ Patch Area (8+ Ln. Ft.), Assume. 24+ Pcs	Base	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Flat Top Cove Base Tile, A-3401 (84pcs per Carton)	
Wall Tile @ Patch Area (Note 5080) Only per Elev. 195-S / A5012 (+40 Sq. Ft. Coverage)	Wall	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Field Tile (12.50SF per Carton)	
Wall Trim Tile - Bullnose @ Patch Area (8+ Ln. Ft.), Assume. 24+ Pcs	BN	Wall Tile Match: Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Group 1 to 3), Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S-4449 (100pcs per Carton)	
Rough Materials	Rough	Rough Materials - Consist mostly of Thin-Sets & Grouts, etc necessary to complete Tile Installation.	
BOYS RESTROOM (109-N) & BOYS RESTROOM (195-S); Ref: A5012)		Patch Work - Installation Work (Tile Demo Included)	\$ 16,884.00
Demo of Damage Tile or Patch Area per Plan (Only for Specified Area)	Demo	Demo Work is assume to be done by 1 CREW (1-Installer & 1-Helper) for about 2 Full Work Days (16 Hours) using T&M Rates.	\$ 3,683.00
Tile Installation - Wall Tile (Only for Specified Area), Installation by Thin-Set over Cement Board (To be by OTHERS) (4 Total Days)	Work	Installation Work is assume to be done by 1 CREW (1-Installer & 1-Helper) for about 4 Full Work Days (32 Hours) using T&M Rates.	\$ 7,365.00
Tile Installation - Supervision (Foreman)	Super	Installation Work: Supervision or Onsite Foreman Time for about 3 Full Work Days (24 Hours) using T&M Rates.	\$ 3,676.00
Travel / Accomodation	Misc	Miscellaneous Cost, like Travel & Accomodation, Etc.	\$ 2,160.00
TOTAL			\$ 20,136.00



Certified Tile and Stone, Inc.

Custom & Commercial · LIC. # 1076945
 14557 Calvert Street, Van Nuys, CA 91411
 Tel: 818-785-4088
 Fax: 818-785-4059

Bid No.: 10533
 Date : 01/16/25

**PROPOSAL
 TILE WORKS
 (TILE PATCH / REPAIR)**

Submitted To				Job Information			
Viola				McAULIFFE ELEMENTARY SCHOOL			
Name	Viola Constructors Inc.			Attn.:	Estimating		
Address	5811 Olivas Park Drive, Suite 204			Job Name	MODERNIZATION		
City	Ventura	CA	ZIP 93003	Address	3300 Via Marina Avenue		
Phone	805-487-3871	Fax	805-487-3870	City	Oxnard	CA	ZIP 93035
				Phone		Fax	

NOTES:

- Floor Tiles will be installed by Thin-Set Method, leveling / cement floating are not included.
- Wall & Base Tiles will be installed by Thin-Set Method over Cement Board, cement floating / patching not included.
- There is no Demolition Job included in the estimate. Unless noted.
- Work is figured to be done in one phase only, during regular working hours, 8am to 5pm, Monday to Friday, excluding Holidays, Weekend and Overtime. Trip Charges will apply otherwise.
- Please note that we may require a 50% Down Payment or Full Payment will be required for any special order Tile / Stone Material, or for suppliers that do not accept joint check agreement.
- Allow a typical lead time of 4-6 Weeks from date of placing the order for the Tile & Stone Materials.
- Material Prices are subject to change if and when there is a Tax/Tariff increase, Change in Quantity or Supplier issue material price increases.
- Upon Apporvals, Materials placed on Order and Stored for more than 3 Months may be subjected to Storage Fees (As determined by the Vendors).
- Allowing direct deliveries to Job-Sites for Project Tile / Rough Materials; unless otherwise noted.
- Certified Tile Inc. is entitled to purchase material from supplier of its own choice or directly from the source.
- Parking figured for Certified Tile Inc.'s Crews are to be provided at the jobsite.
- This proposal is based on the estimate taken from the Architectural Plans (Construction Document), Addendum #1 to #3 (01/08/2025) and RFIs #001 to #005 of McAULIFFE ELEMENTARY SCHOOL MODERNIZATION at Oxnard, CA dated 03/04/2021, prepared by IBI GROUP.
- Performance or payment bond are not included.
- Proposal is valid for 90 Days.

INCLUSIONS:

- Regular / Standard Grouts were considered in the base bid. No Epoxy Grouts.
- Please Note that even though Tile Demo Work is included, please be advise that we will only be doing the Tile Demo Work ONLY, Cement Board Repair if any will be by Others. The Disposal of Demoeed Materials will be disposed on the GC Provided Trash Bins or Containers.
- TIME & MATERIAL: HOURLY RATES (Reference for the Labor / Installation Cost)

	Straight Rate	Time & 1/2	Double
General Foreman / Super	\$174.60	\$262.71	\$340.10
Foreman / Setter	\$153.14	\$230.52	\$297.17
Journeyman / Setter	\$131.98	\$200.03	\$259.85
Finisher / Helper	\$98.16	\$149.30	\$192.22

EXCLUSIONS (U.O.N. above):

- Shop Drawings are not included in the base bid.
- Cement Backer Board / Wonder Boards are to be supply & install by others.
- Wall Taping shall be done by Gypsum / Cement Board Contractor
- Scratch & Browning Works are not included, it is assumed to be done by others.
- Scaffoldings are not included in the base bid there are to be provided by others.
- Basic / Minor Floor Prep only involves Minor Floor Patching. Methods like Grinding, Bead Blasting & Floating works are not considered and are subject for extra cost.
- Water proofing, anti-fracture membrane and Sealer are not included in the base bid.

All the above work to be completed in a substantial and workmanlike manner according to standard practice for the sum of
BASE BID = \$ 20,136 (Twenty Thousand One Hundred Thirty Six Dollars)

Prepared By: Neal Ryan A. Santos
 ryan@certifiedtileinc.com

Proposal Accepted and Approved by : _____ Date : _____

HVAC

January 16, 2025

Pat Waid

Viola Inc.
5811 Olivas Park Dr
Ventura, Ca 93003
estimating@violainc.com

RE: OUSD McAuliffe ES Modernization (Dry Side)

Thank you for the opportunity to provide you with a proposal for the HVAC “Dry Side” scope of work on the above referenced project based on Mechanical drawings prepared by Budlong & Associates Rev 4 and (3) Addendums. We have visited the site and prepared this proposal as follows for your review and consideration. Please contact us with any questions, clarifications or required changes before accepting this proposal.

Equipment:

- 1) Existing

Included:

- Submittals, Layout, Coordination, As-Built Drawings, O&M’s, Prevailing Wage, Certified Payroll
- Project Phasing
- Material Hoisting
- Re-commission existing air handlers
- Certified Air & Water Balance
- **Interior HVAC**
 - Demo existing return air registers and sound boots
 - Furnish and install new RA registers and lined duct sleeve through soffit wall as indicated
- **Exterior HVAC**
 - Demolition of existing supply and return ductwork to points of disconnection indicated on plans
 - Furnish and install new “Double Wall” ductwork
 - Flex duct connectors with sun shields
 - New lined return air ductwork drops through roof as indicated with new flashings
 - New Roof supports per detail
- **DDC Controls**
 - Safe-off controls for air handlers and chiller in phases for demolition of piping
 - Store existing Control Valves for installation by Piping contractor
 - New Alerton thermostat in Rm 115A
 - New Alerton wall temp sensor on room 115B
 - Re-commission controls in phases
 - Support TAB contractor for water balance
 - Integration to existing Alerton Global controller

Excluded:

Cutting; Patching; Framing; Coring; Blocking; Backing; Concrete; Grout; Roofing; Painting; Equipment pads or levelers; Structural calculations; Line voltage conduit, wire, disconnects, termination; Control conduit; Fire Life Safety Integration; Ceiling access panels; Door Louvers; Firestopping; Condensate pumps, traps, piping, insulation; Gas piping; Sheet metal flashings, Platform caps; Dumpster fees; Permits; Bond; Any work associated with Chilled Water System; Warranty of existing equipment

Notes:

Demoed ductwork and daily debris disposal to GC provided dumpster

Warranty: One-year contractor Material & Labor warranty on installed products

Terms: Monthly Progress

All Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner, for the sum of

Lump Sum (tax included) ----- \$247,000.00

Submitted by: Tom Reed

CSLB 957662

DIR 100007126

Acceptance:

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof. Any change involving the extra cost of labor or materials will be executed only on submission and acceptance of a written change order.

DATE: _____ **SIGNATURE: x** _____

Window Shades

Bryan Szal

From: Scott Silverman <ssilverman@contract-decor.com>
Sent: Tuesday, January 28, 2025 8:29 PM
To: Bryan Szal
Subject: Re: Fremont MS Section 122110 Roller Shades

\$80 per linear foot.

Regards,
Scott Silverman
Contract Decor, Inc.
(310) 770-6662 mobile
ssilverman@gmail.com
www.contractdecor.net

Product line for Contract Decor, Inc. :

- 1) Blinds, Roller Shades, Draperies
- 2) Stage Curtains
- 3) Cubicle/Privacy Curtains
- 4) Projection Screens

On Tue, Jan 28, 2025 at 3:24 PM Bryan Szal <bszal@violainc.com> wrote:

2ea x 15' x 3'

1ea x 28' x 3.5'

1ea x 25' x 3.5'

There are other rooms also but those are additive alternates and I really don't want to start counting openings. LF pricing works for these broad-brush changes.

Let me know what you think.

McAuliffe Elementary GMP 02/7/2025 REV-2

Summary of Trade Activities

Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
General Conditions						
Project Manager	12	HRS/WK	20	\$130	1,043	\$ 135,475
Superintendent	12	HRS/WK	40	\$128	2,086	\$ 267,499
Project Engineer	12	HRS/WK	8	\$75	417	\$ 31,460
Laborer	12	HRS/WK	16	\$104	834	\$ 86,785
Quality Control Manager	12	HRS/WK	8	\$130	417	\$ 54,190
Safety Officer	12	HRS/WK	2	\$128	104	\$ 13,375
Cell Phones	12	EA/MO	2.2	\$150	\$330	\$ 3,960
Vehicle & Fuel Costs	12	EA/MO	1.5	\$1,450	\$2,175	\$ 26,100
Project Schedules	12	HRS/WK	2	\$130	104	\$ 13,548
Project Schedule Updates	12	HRS/WK	1	\$130	52	\$ 6,774
Additional Plans	1	EA		\$450	\$450	\$ 450
Online Project Management	1	EA		\$21,000	\$21,000	\$ 21,000
SPECIAL PROCEDURES						
Safety Requirements	12	MO		\$250	\$250	\$ 3,000
OSHA & EDD Postings	1	LS		\$100	\$100	\$ 100
Security Procedures & Fingerprint	1	LS		\$1,500	\$1,500	\$ 1,500
QUALITY REQUIREMENTS						
PERMITS-FEES-ASSESSMENTS						
QUALITY ASSURANCE						
QUALITY CONTROL						
SITE FACILITIES						
TEMPORARY UTILITIES						
Site Electrical Usage	12	MO		\$200	\$200	\$ 2,400
Temporary Power Installation	3	EA		\$5,000	\$5,000	\$ 15,000
Temporary Fire Extinguishers	2	EA		\$60	\$60	\$ 120
Site Water Usage	12	MO		\$200	\$200	\$ 2,400
Temporary Water Installation	1	LS		\$500	\$500	\$ 500
Contractor's Data Usage (e.g. Hotspot)	12	MO		\$150	\$150	\$ 1,800
Inspector's Phone/Data Usage	12	MO		\$100	\$100	\$ 1,200
CONSTRUCTION FACILITIES						
Contractor's Field Office	12	MO		\$1,100	\$1,100	\$ 13,200
iPads (Cellular + Case & Keyboard)	1	EA		\$700	\$700	\$ 700
Printers	1	EA		\$600	\$600	\$ 600
Field Office Supplies (Ink + Misc)	12	MO		\$225	\$225	\$ 2,700
Contractor's Drinking Water	12	MO		\$75	\$75	\$ 900
Inspector's Field Office	12	MO		\$1,100	\$1,100	\$ 13,200
Inspector's Field Office Supplies	12	MO		\$35	\$35	\$ 420
Inspector's Drinking Water	12	MO		\$25	\$25	\$ 300
Security Boxes	2	EA/MO		\$500	\$500	\$ 1,000
First Aid Station	2	EA		\$500	\$500	\$ 1,000
Chemical Toilets	12	EA/MO		\$900	\$900	\$ 10,800

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
	TEMPORARY CONSTRUCTION						
	Temporary Ramps	1	EA		\$2,500	\$2,500	\$ 2,500
	CONSTRUCTION AIDS						
	Power Tools & Cords	1	LS		\$2,500	\$2,500	\$ 2,500
	Miscellaneous Rentals	1	LS		\$2,500	\$2,500	\$ 2,500
	VEHICULAR ACCESS PARKING						
	TEMPORARY BARRIERS						
	Fencing w/ fabric, sandbags, 3 gates	400	LF		\$15	\$15	\$ 6,000
	TEMPORARY CONTROLS						
	Project Signs	1	LS		\$1,500	\$1,500	\$ 1,500
	REMOTE CONSTRUCTION						
	EXECUTION CLOSEOUT						
	EXAMINATION & PREPARATION						
	Mobilization	1	LS		\$3,000	\$3,000	\$ 3,000
	Demobilization	1	LS		\$3,000	\$3,000	\$ 3,000
	Protection of Adjacent Construction	1	LS		\$5,000	\$5,000	\$ 5,000
	Verifications of Existing Conditions	1	LS		\$10,000	\$10,000	\$ 10,000
	CLEANING & WASTE MANAGEMENT						
	Dumpster/Trash Disposal	12	EA/MO		\$1,900	\$1,900	\$ 22,800
	Concrete Wash Out Bins	2	EA		\$650	\$650	\$ 1,300
	Progress Cleaning	12	MO	2.0	\$104	\$208	\$ 21,644
	Final Cleaning	36,950	SF		\$1.6	\$1.6	\$ 59,120
	Replace Damaged Landscaping	1	LS		\$12,000	\$12,000	\$ 12,000
	PUNCHLIST WEEKS	3	5.00%	40	\$ 128	104	\$ 13,360
	TOTAL General Conditions	12 MONTHS					\$ 899,679
01720	Existing Conditions Investigation						
	Doors, ceilings, electrical, infrastructure		1	LS	\$ 12,000	\$ 12,000	
	TOTAL Field Engineering (Survey)						\$ 12,000
02200	Demolition						
	All Fixtures, walls as shown, surfaces		1	BID	\$ 420,420	\$ 420,420	
	Remove ACT lighting components	included	1	ea	\$ -	\$ -	
	Remove ACT	included	1	ea	\$ -	\$ -	
	Remove Casework	included	1	ea	\$ -	\$ -	
	Remove Whiteboard	included	1	ea	\$ -	\$ -	
	Remove Doors	included	1	ea	\$ -	\$ -	
	Remove Vinyl Flooring	included	1	sqft	\$ -	\$ -	
	Remove Ceramic Tile	included	1	sqft	\$ -	\$ -	
	Remove Wire mold and outlets	included	1	ls	\$ -	\$ -	
	TOTAL Demolition						\$ 420,420
02300	Earthwork						
	TOTAL Earthwork						\$ -
02500	Underground Utilities						
	Underground Utilities						\$ -
02600	A/C Paving						
	TOTAL A/C Paving						\$ -
02700	Pavement Marking & Bumpers						

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
	TOTAL Pavement Marking & Bumpers						\$ -
02820	Fences & Gates						
	TOTAL Fences & Gates						\$ -
02700	Pavement Marking						
	TOTAL Pavement Marking						\$ -
02775	Site Concrete						
	TOTAL Site Concrete						\$ -
02820	Fences and Gates						
	TOTAL Fences & Gates						\$ -
02900	Landscape & Irrigation						
	TOTAL Landscape & Irrigation						\$ -
03300	Cast In Place Concrete (Bldg)						
	TOTAL Cast In Place Concrete (Bldg)						\$ -
03400	Precast Concrete						
	Saw cut & patch back 12x6"		40	SF	\$ 100	\$ 4,000	
	TOTAL Precast Concrete						\$ 4,000
04200	Masonry						
	TOTAL Masonry						\$ -
05100	Structural Steel						
	TOTAL Structural Steel						\$ -
05100	Structural Steel						
	TOTAL Structural Steel						\$ -
05500	Metal Fabrication						
	UniStrut connections & fasteners		22	EA	\$ 550	\$ 12,100	
	TOTAL Metal Fabrication						\$ 12,100
06610	Misc. Carpentry - M&T						
	Miscellaneous blocking framing, L&M	Each Classroom	1	BID	\$ 80,000	\$ 80,000	
	Straight-lining & Wall Furring	L&M	1	BID	\$ 20,800	\$ 20,800	
	TOTAL Misc. Carpentry - M&T						\$ 100,800
06620	Architectural Woodwork						
	Lower cabs/sink bases		1	BID	\$ 251,300	\$ 251,300	
	Upper cabs	INCLUDED	212	LF	\$ -	\$ -	
	Shelving	INCLUDED	620	LF	\$ -	\$ -	
	End Panels	INCLUDED	784	SF	\$ -	\$ -	
	Installation	LABOR	640	HRS	\$ 128	\$ 81,920	
	TOTAL Architectural Woodwork						\$ 333,220
06600	Rough Carpentry (Framing)						
	New wall framing		1	BID	\$ 299,000	\$ 299,000	
	HVAC Pipe Support Blocking		63	EA	\$ 137	\$ 8,631	
	Backing cabinets	INCLUDED	1	EA	\$ -	\$ -	
	Jambs for reworked doors	INCLUDED	1	EA	\$ -	\$ -	
	TOTAL Rough Carpentry						\$ 307,631
07300	Building Insulation						
	Insulation allowance new door walls		2,639	SF	\$ 5	\$ 13,195	
	TOTAL Building Insulation						\$ 13,195

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
07400	Membrane/Built-up Roofing						
	TOTAL Membrane/Built-up Roofing						\$ -
07500	Metal Roofing & Sidings						
	TOTAL Metal Roofing & Sidings						\$ -
07600	Sheet Metal Flashing & Trim						
	HVAC curbs & roof penetrations		7	LS	\$ 3,500	\$ 24,500	
	TOTAL Sheet Metal Flashing & Trim						\$ 24,500
07800	Fireproofing						
	TOTAL Fireproofing						\$ -
07920	Joints & Sealants						
	Fire caulk , sealing, backer rod & wrap		1	LS	\$ 29,500	\$ 29,500	
	TOTAL Sealants						\$ 29,500
08100	Doors, Frames & Hardware						
	Controlled Doors-CC, C, BB, B	21 Leafs	1	BID	\$ -	\$ -	
	Controlled Access Doors glazing	Included	1	BID	\$ -	\$ -	
	Hardware Controlled Doors C, CC, BB, B	New leafs only	1	BID	\$ 411,223	\$ 411,223	
	Hardware Controlled Doors C, CC, BB, B	Labor Included	1	BID	\$ -	\$ -	
	Classroom Doors-B <u>Lever Locks Only</u>	No glass	1	BID	\$ -	\$ -	
	Classrooms Doors-B Install Hardware	Labor Included	1	BID	\$ -	\$ -	
	TOTAL Doors, Frames & Hardware						\$ 411,223
08400	Specialty Glazing						
	TOTAL Specialty Glazing				\$ -		\$ -
08500	Storefront, Glass & Glazing						
	Rooms 115a&b Storefront glazing	Media room	1	BID	\$ 39,169	\$ 39,169	
	Rooms 115a&b Storefront doors	INCLUDED	1	BID	\$ -	\$ -	
	Ballistic Transaction Windows		1	BID	\$ 28,650	\$ 28,650	
	TOTAL Storefront, Glass, Glazing						\$ 67,819
09100	Lath & Plaster						
	TOTAL Lath & Plaster						\$ -
09200	Drywall						
	Drywall bid Phase 1, 2, 3		1	BID	\$ 271,730	\$ 271,730	
	New gyp walls, 1 & 2 sided	INCLUDED	2,639	SFWA	\$ -	\$ -	
	Drywall Classroom wall repairs		32	EA	\$ 850	\$ 27,200	
	Gyp Soffits & Framing	INCLUDED	8,693	SFWA	\$ -	\$ -	
	TOTAL Drywall						\$ 298,930
09300	Ceramic Tile						
	Bathroom Floor Tile		1	BID	\$ 20,732	\$ 20,732	
	TOTAL Ceramic Tile						\$ 20,732
09400	Flooring (Carpet & Resilient)						
	Addendum-1,HVT, 188, 143, 147, 187,189	Room numbers	1	BID	\$ 39,574	\$ 39,574	
	Addendum-1, Room 115a&b New TC-1, 2 & 3	Breakout rooms	1	BID	\$ -	\$ -	
	Rubber base	Included	1	BID	\$ -	\$ -	
	TOTAL Flooring (Carpet & Resilient)						\$ 39,574
09500	Acoustical Ceilings						
	Replace ceiling tiles & repair grid		1	BID	\$ 126,400	\$ 126,400	

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
	Upgrade compress struts 8x8		1	BID	\$ 31,000	\$ 31,000	
	TOTAL Acoustical Ceilings						\$ 157,400
09700	Painting, Coatings & Wall Coverings						
	Paint existing classrooms ceiling grid	INCLUDED	1	BID	\$ -	\$ -	
	Interior Painting		1	BID	\$ 265,700	\$ 265,700	
	Painting of Interior Corridors	INCLUDED	1	BID	\$ -	\$ -	
	TOTAL Painting, Coatings & Wall Coverings						\$ 265,700
10200	Signage						
	New ADA Signage		1	BID	\$ 65,599	\$ 65,599	
	Room number sign count	INCLUDED	53	EA	\$ -	\$ -	
	TOTAL Signage						\$ 65,599
10150	Toilet Partitions & Accessories						
	2 New ADA partition		1	BID	\$ 8,522	\$ 8,522	
	Reinstall existing partitions	LABOR	32	HRS	\$ 108	\$ 3,456	
	TOTAL Toilet Partitions & Accessories						\$ 11,978
11400	Food Service Equipment						
	TOTAL Food Service Equipment						\$ -
12000	Specialties & Fixtures						
	1/2" Tackable wall panels* Exclusion #26	L&M	1	BID	\$ 101,560	\$ 101,560	
	*-\$30,548 deduct for Alt 1/2" tackwall	Approved/Applied	1	LS	\$ -	\$ -	
	Wall Marker Boards	L&M	1	BID	\$ 315,812	\$ 315,812	
	Access panels	L&M	8	EA	\$ 650	\$ 5,200	
	Closet & Window Sliding Markerboards	INCLUDED	7,307	SF	\$ -	\$ -	
	TOTAL Specialties & Fixtures						\$ 422,572
12490	Window Coverings						
	Media & MPR roller shades 36", KN#5067		85	LF	\$ 180	\$ 15,300	
	TOTAL Window Coverings						\$ 15,300
15300	Fire Sprinkler System						
	Move & rework heads at new soffits		40	EA	\$ 350	\$ 14,000	
	TOTAL Fire Sprinkler System						\$ 14,000
15400	Plumbing						
	Plumbing per plans		1	BID	\$ 132,360	\$ 132,360	
	TOTAL Plumbing						\$ 132,360
15500	HVAC & Hydronic						
	Re-pipe hydronic units on roof		1	BID	\$ 518,580	\$ 518,580	
	Ducting, supply, return, roof intakes		1	BID	\$ 247,000	\$ 247,000	
	Stucco patch at HVAC wall mounts		63	EA	\$ 800	\$ 50,400	
	New wall mounted pipe supports	INCLUDED	1	BID	\$ -	\$ -	
	Rework Condensate lines	INCLUDED	7	BID	\$ -	\$ -	
	Replace chiller pump accessories	INCLUDED	1	BID	\$ -	\$ -	
	Hydronic wall mount seismic joints	INCLUDED	1	BID	\$ -	\$ -	
	TOTAL HVAC						\$ 815,980
16000	Electrical						
	Retrofit existing ACT light fixtures to LED		1	BID	\$ 559,900	\$ 559,900	
	Reconfig per each classroom	INCLUDED	36,950	SF	\$ -	\$ -	
	Surface mount light fixtures D* & E	INCLUDED	306	EA	\$ -	\$ -	

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
	*-\$70,000 for Alt Fixture-D. Exclusion #25	Approved/Applied	1	LS	\$ -	\$ -	
	A/V Front Row rough-in Addn#3	INCLUDED	1	LS	\$ -	\$ -	
	CCTV rough-in Addn#3	INCLUDED	1	LS	\$ -	\$ -	
	A/V, data, WAP - OFCI items Addn#3	INCLUDED	1	LS	\$ -	\$ -	
	TOTAL Electrical						\$ 559,900
16400	Comm & Low Voltage						
	AV/Communications/Data		1	BID	\$ 245,000	\$ 245,000	
	Monitor Brackets		91	EA	\$ 1,200	\$ 109,200	
	Controlled Access per Leaf		1	BID	\$ 62,000	\$ 62,000	
	TOTAL Comm & Low Voltage						\$ 416,200
16720	Fire Alarm						
	Fire Alarm upgrade Existing	INCLUDED	1	BID	\$ 295,500	\$ 295,500	
	TOTAL Fire Alarm						\$ 295,500
331221	Fire Hydrant						
	TOTAL Fire Hydrant						\$ -

SCHEDULE OF ALLOWANCES

09400	Classroom VCT & Flooring Allowance	ALLOWANCE	1	LS	\$ 150,000	\$ 150,000	\$ 150,000
	Allowance Subtotal	\$ 150,000					

CONSTRUCTION COSTS

	Building Construction Costs	\$ 6,317,812					
	Contingency	0.0%					
	Subtotal - Construction Direct Costs	\$ 6,317,812					
	Overhead and Profit	\$ 379,069					
	Performance & Payment Bond	\$ 62,951					
	Liability Insurance	\$ 91,000					
	Builders' Risk	\$ 40,181					
	TOTAL CONSTRUCTION COSTS	\$ 6,891,013					

ALTERNATES

1	Window tint ALT#3, KN#5007		4000	SF	\$ 20	\$ 80,000	
2	Patch/New ACT in hallways		6800	SF	\$ 4	\$ 27,200	
3	Paint existing corridors ceiling grid		6800	SF	\$ 3	\$ 20,400	
4	R&R Hallway fixtures(TBD)		1	LS	\$ 29,250	\$ 29,250	
5	Approve alternate hardware to Allegion	TBD % Deduct	1	LS	TBD	TBD	

EXCLUSIONS

1	Structural steel, cold formed channel steel and gauge metal larger than 16ga.
2	Removal and reinstallation of existing Stage and ADA ramp in the MPR room to be by others.
3	KoroSeal wall protection at MPR walls as noted A8501/7.
4	Work to all portable/modular classrooms.
5	Replacement of 34 wood Classrooms Doors Type-B, Classroom Doors Type-B fire rated glass(all Addenda) and Frames Type-C as noted on ADD01-A9000(Issue-1), Door Schedule Remark #1 and ADD01-A9000(Issue-2). Changes in door Types and hardware Groups: Response to RFI-005, ADD01-A9000(Issue-"3") email 02/02/2025, Door Schedule Addendum 04 (Issue-4), 02/05/2025, Controlled Access Door Type-A Storefront 161a,b,c,d; Door Schedule Addendum 04-R1, 02/06/2025.
6	Work to Administrative Office spaces, Storage Rooms and Janitor closets/rooms.
7	Refurbishing of existing bathroom concrete floors.

Summary of Trade Activities

	Description	Reference	Qty	Unit	Unit Price	Subtotal	Total
8	Repairing of existing bathroom plumbing fixtures and accessories.						
9	Refurbishing existing ACT grid ceiling & new light fixtures at all Corridors. See Alternates #2, #3 and #4.						
10	Repair or replacement of all Corridor flooring.						
11	Replacement or reworking of existing school PA speaker and clock system.						
12	Specialty locker, Media/Library modular shelving and moveable book racks.						
13	Multi-color, pattern and mixed product flooring per RFI# 02/Addendum 01.						
14	Repairs, reinstallation or refurbishment of all existing roll-up doors.						
15	Repairs or refurbishment of existing skylights.						
16	Work to existing kitchen, food service, walk-in refrigeration rooms or other food storage areas.						
17	Replacement of grease trap. Grease trap replaced in 2022.						
18	Replacing existing sewer and wastewater lines.						
19	New hot water heaters or repairs to existing units.						
20	Addendum Phasing Plan-ADD01-G000 response to Architect RFI-01.						
21	Welded hydronic steel pipe joints 40 A53A "like for like replacement"; grooved pipe connections only.						
22	New hollow metal door frames at new door leafs.						
23	No repairs to laminate countertops per detail A8500/30. 8 Each book shelving extensions only.						
24	Price increases due to tariffs.						
25	Specified surface mounted Light Fixture Type-D. Substituted with approved value engineered alternate.						
26	Specified 1" stretch-fabric seamless tackwall. Substituted with approved 1/2" panelized tackboards.						
27	Patching and/or new carpet at Media Center.						
28	Work to Audiovisual Room 117.						
29	Classroom Roller shades ALT#1, KN#5007.						

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 5th 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 Olivias 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. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) 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

Viola, Inc.

By: _____

Michael T. Viola

Title: President/Chief Executive Officer

Date: _____

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Melissa Reyes

Title: Director, Purchasing

Date: _____

EXHIBIT A

Legal Description of Site

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

SUBLEASE

This Sublease (hereinafter referred to as the “Sublease”) is entered into this 5th 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 sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated 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 of the site lease between the District and Contractor dated the date hereof (the “Site Lease”) (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as 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, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

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

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the “Term”) shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

- (1) The date the District takes beneficial occupancy of the final phase of the Project; or
 - (2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.
- (b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:
- (1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or
 - (2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or
 - (3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) 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.
- (e) 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 is 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 as a corporation and licensed contractor 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 Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease 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 by which it or its property is bound.

(d) There is no pending or, to the best knowledge of 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 Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) 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 identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) 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. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor’s interest in the Project. Following the closing of the District’s purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

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

SECTION 23. Severability

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

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease 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. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 26. Titles

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

SECTION 27. Time

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

SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease 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 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

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

CONTRACTOR

THE DISTRICT

Viola, Inc.

Oxnard School District,
a California school district

By: _____

By: _____

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: _____

Date: _____

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of **THIRTY THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTEEN CENTS (\$30,148.18)** per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of one **TWELVE (12)** months.

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 16th 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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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. 1st 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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District

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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: Melissa Reyes

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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

- 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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OSD AGREEMENT #24-143

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

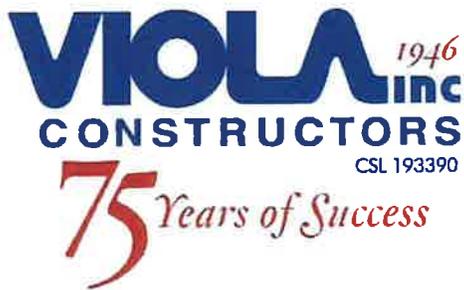
Oxnard School District,
a California school district

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. 1st 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 (Triton Academy) Ventura County Office of Education \$15.7 million
 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 21st 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 Construction & Modernization Project Lamont School District \$2.9 million
 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

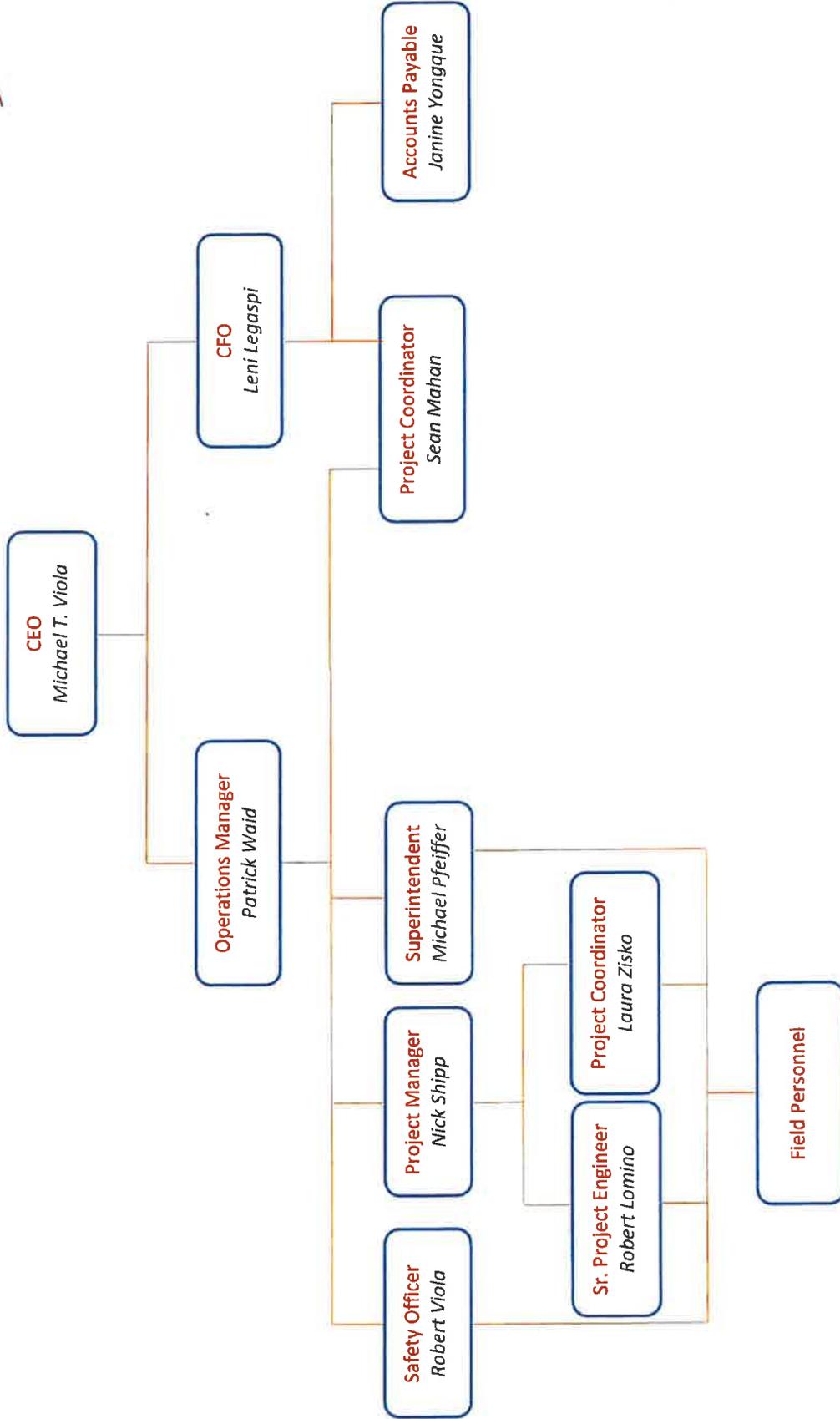
Sean Mahan, Project Coordinator

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

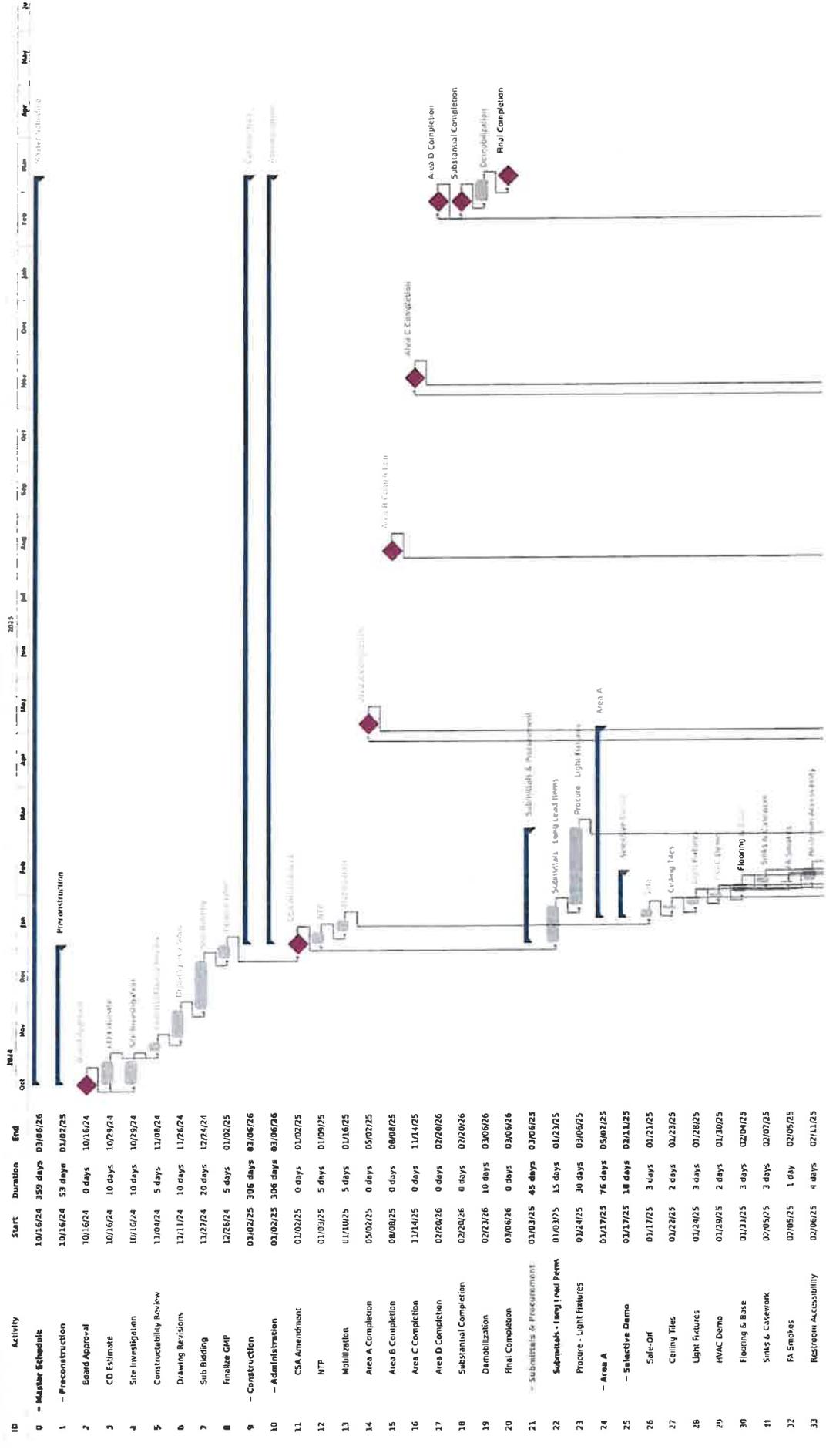
Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.



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	01/02/25	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	90 days
10	Administration	01/02/25	03/06/26	90 days
11	CSA Amendment	01/02/25	01/02/25	0 days
12	MTP	01/09/25	01/09/25	0 days
13	Mobilization	01/16/25	01/16/25	0 days
14	Area A Completion	02/02/25	02/02/25	0 days
15	Area B Completion	02/09/25	02/09/25	0 days
16	Area C Completion	02/16/25	02/16/25	0 days
17	Area D Completion	02/23/25	02/23/25	0 days
18	Substantial Completion	02/30/25	02/30/25	0 days
19	Demobilization	03/06/26	03/06/26	0 days
20	Final Completion	03/06/26	03/06/26	0 days
21	Submittals & Procurement	03/03/25	03/06/25	4 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	03/11/25	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

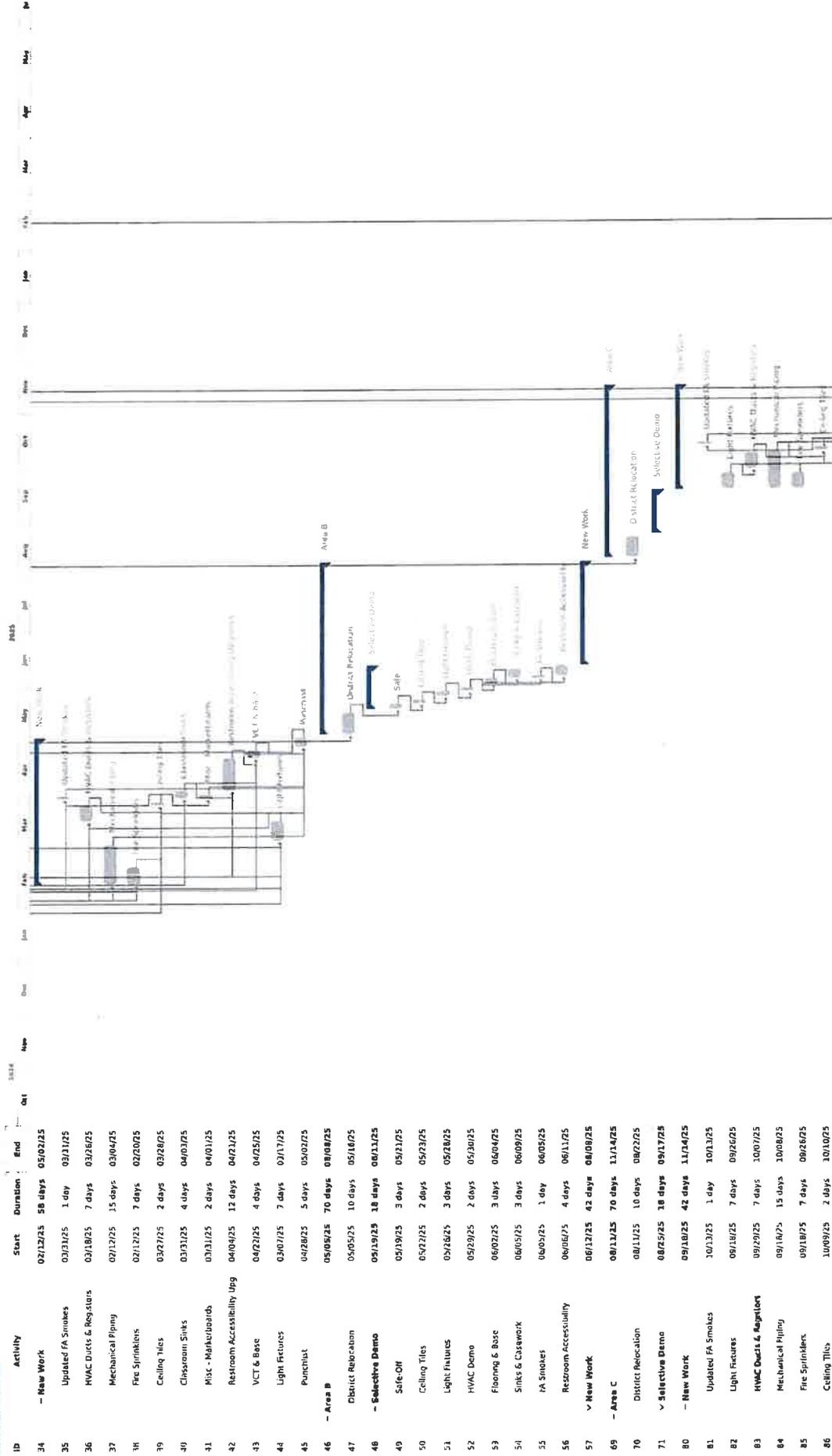
General
 Parent Activity (Blue bar)
 Child Activity (Light blue bar)
 Milestone (Diamond)
 Baseline (Dashed line)
 Delay (+/- days)

Status
 Completed (Green bar)
 Overdue (Red bar)
 Ahead (Blue bar)
 Uninitiated (Grey bar)

Links

Printed on: 08/21/24
Page: 1/3

**McAuliffe ES Modernization
RFP Schedule**



General

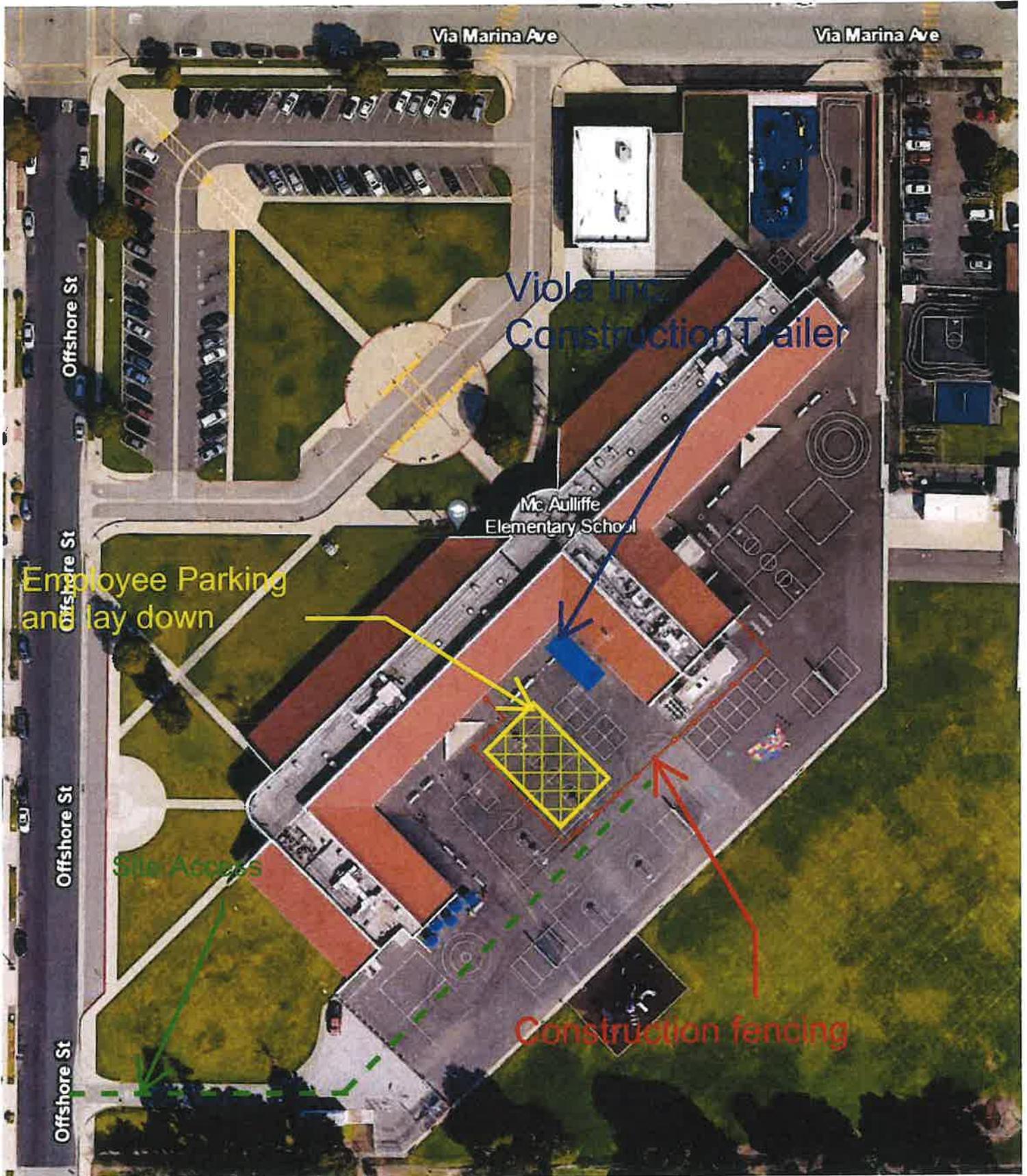
- Parent Activity
- Child Activity
- Baseline
- Delay
- Milestone
- Links
- Status
 - Completed
 - Overdue
 - Ahead
 - Uninitiated

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	01/26/26
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 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
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	
Subtotal Building Construction Costs			0	S	-	\$	5,811,890.25	

CONSTRUCTION COSTS			
Building Construction Costs	\$	5,811,890.25	
Subtotal - Construction Direct Costs			
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	\$	-	
Construction costs, Bond, Insurance, Overhead and	\$	6,389,592.14	
TOTAL GC CONSTRUCTION COSTS		\$ 6,389,592.14	
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		
							\$ -		
							\$ -		
	TOTAL General Conditions							\$ 855,000.00	
01720	Field Engineering (Survey)			1	ls	\$ 15,000.00	\$ 15,000.00		
	Layout and coordination						\$ -		
							\$ -		
	TOTAL Field Engineering (Survey)							\$ 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		
	TOTAL Demolition							\$ 441,727.00	
02300	Earthwork			0	sqft	\$ -	\$ -		
				0	ls	\$ -	\$ -		
				0	ls	\$ -	\$ -		
	TOTAL Earthwork							\$ -	
02500	Underground Utilities			0	sqft	\$ -	\$ -		
				0	sqft	\$ -	\$ -		
							\$ -		
	Underground Utilities							\$ -	
02600	A/C Paving			0	ls	\$ -	\$ -		
							\$ -		
							\$ -		
	TOTAL A/C Paving							\$ -	
02700	Pavement Marking & Bumpers						\$ -		
							\$ -		
							\$ -		
	TOTAL Pavement Marking & Bumpers							\$ -	
02820	Fences & Gates						\$ -		
							\$ -		
							\$ -		
	TOTAL Fences & Gates							\$ -	
02900	Landscape & Irrigation						\$ -		
							\$ -		
							\$ -		
	TOTAL Landscape & Irrigation							\$ -	
03300	Cast In Place Concrete (Bldg)			2000	sqft	\$ 25.00	\$ 50,000.00		
							\$ -		
							\$ -		
	TOTAL Cast In Place Concrete (Bldg)							\$ 50,000.00	
03400	Precast Concrete						\$ -		
							\$ -		
							\$ -		
	TOTAL Precast Concrete							\$ -	
02775	Site Concrete			0	sqft	\$ -	\$ -		
							\$ -		
							\$ -		
	TOTAL Site Concrete							\$ -	
04200	Masonry						\$ -		
							\$ -		
							\$ -		
	TOTAL Masonry							\$ -	
05100	Structural Steel						\$ -		
							\$ -		
							\$ -		
	TOTAL Structural Steel							\$ -	
05500	Metal Fabrication			4	ea	\$ 2,000.00	\$ 8,000.00		
	Handrails for Drinking fountains						\$ -		
							\$ -		
	TOTAL Metal Fabrication							\$ 8,000.00	

06610	Misc Carpentry - M&T								
	Miscellaneous blocking and framing	1	ls	\$ 125,000.00	\$ 125,000.00				
					\$ -				
					\$ -				
	TOTAL Misc Carpentry - M&T							\$ 125,000.00	
06600	Rough Carpentry (Framing)								
	Reframe accessible doorways	0	ea	\$ 4,000.00	\$ -				
					\$ -				
					\$ -				
	TOTAL Rough Carpentry							\$ -	
06620	Architectural Woodwork								
	New Casework/Cabinet Shelving	12	ea	\$ 1,500.00	\$ 18,000.00				
					\$ -				
					\$ -				
	TOTAL Architectural Woodwork							\$ 18,000.00	
07300	Building Insulation								
	Insulation allowance new door walls	7	ea	\$ 500.00	\$ 3,500.00				
					\$ -				
					\$ -				
	TOTAL Building Insulation							\$ 3,500.00	
07400	Membrane/Built-up Roofing								
					\$ -				
					\$ -				
					\$ -				
	TOTAL Membrane/Built-up Roofing							\$ -	
07600	Sheet Metal Flashing & Trim								
					\$ -				
					\$ -				
					\$ -				
	TOTAL Sheet Metal Flashing & Trim							\$ -	
07500	Metal Roofing & Sidings								
					\$ -				
					\$ -				
					\$ -				
	TOTAL Metal Roofing & Sidings							\$ -	
07920	Joint Sealants								
					\$ -				
					\$ -				
					\$ -				
	TOTAL Joint Sealants							\$ -	
07800	Fireproofing								
	Firestop penetrations	1	ls	\$ 25,000.00	\$ 25,000.00				
					\$ -				
					\$ -				
	TOTAL Fireproofing							\$ 25,000.00	
08100	Doors, Frames & Hardware								
	Accessible door frames and hardware	2	ea	\$ 3,500.00	\$ 7,000.00				
					\$ -				
					\$ -				
					\$ -				
	TOTAL Doors, Frames & Hardware							\$ 7,000.00	
08400	Storefront, Glass & Glazing								
	171 A, 171B	1	ls	\$ 65,000.00	\$ 65,000.00				
					\$ -				
					\$ -				
	TOTAL Sotrefront, Glass & Glazing							\$ 65,000.00	
09100	Lath & Plaster								
					\$ -				
					\$ -				
					\$ -				
	TOTAL Lath & Plaster							\$ -	
09200	Drywall								
	Gypsum drywall repairs	1	ls	\$ 200,000.00	\$ 200,000.00				
	Replace vinyl covered drywall	0	sqft	\$ 25.00	\$ -				
					\$ -				
	TOTAL Drywall							\$ 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				
	TOTAL Ceramic Tile							\$ 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				
	TOTAL Acoustical Ceilings							\$ 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	Flooring (Carpet & Resilient)						
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	
	TOTAL Flooring and Carpet						\$ 611,622.00
10200	Signage						
	New ADA Signage		1	ls	\$ 20,000.00	\$ 20,000.00	
	TOTAL Signage						\$ 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	
	TOTAL Toilet Partitions & Accessories						\$ 75,000.00
	Food Service Equipment						
						\$ -	
						\$ -	
						\$ -	
	TOTAL Food Service Equipment						\$ -
12490	Window Coverings						
						\$ -	
						\$ -	
						\$ -	
	TOTAL Window Coverings						\$ -
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	
	TOTAL Fire Sprinkler System						\$ 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	
	TOTAL Plumbing						\$ 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	
	TOTAL HVAC						\$ 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	
	TOTAL Electrical						\$ 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	
	TOTAL Fire Alarm						\$ 509,685.00
	Total Building Construction Costs						\$ 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	
Design Review				
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
Total	126		\$ 17,310.00	



*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”)¹ 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

¹ 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>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p>TITLES(S)</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>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <hr/> <p>TITLE OR TYPE OF DOCUMENT</p> <hr/> <p>NUMBER OF PAGES</p> <hr/> <p>DATE OF DOCUMENT</p> <hr/> <p>SIGNER(S) OTHER THAN NAMED ABOVE</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

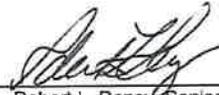
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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.

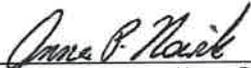
By: 
Robert L. Raney, Senior Vice President

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

CERTIFICATE HOLDER Oxnard School District Attn: Purchasing District 1051 South A Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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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

Name Of Person Or Organization:
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. Aracely Fox

Date of Meeting: March 05, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-202, Lexia Learning Systems LLC (Fox)

Lexia Learning Systems will provide teachers, administrators, and Teachers on Special Assignment with virtual support, strategies, and tools for implementation planning, progress monitoring, and professional development, including live online sessions.

Term of Agreement: March 6, 2025 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$1,433.22 – LCFF

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-202 with Lexia Learning Systems LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-202, Lexia Learning Systems LLC \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

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

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

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

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-666633-6
Created Date: 2/24/2025

Prepared By: Scott Lewis
Email: scott.lewis@lexialearning.com

Quote To:
Oxnard Elem School District
1051 S A St
Oxnard, CA 93030 US

Bill To:
Aracely Fox
Oxnard Elem School District
1051 S A St
Oxnard, CA 93030 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
3/6/2025	6/30/2025	1	Lexia English District Success Partnership - Bronze	\$1,433.22	\$1,433.22

Total Price \$1,433.22
Est. Tax \$0.00
Total Due \$1,433.22

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-666633-6 to the following:

Attn: Scott Lewis
Email: scott.lewis@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #24-208 – Trudy Arriaga, Ed.D. (DeGenna)

Trudy Arriaga, Ed.D. provided consultant services relative to Board Governance at the March 1, 2025 Special Board meeting.

FISCAL IMPACT:

\$1,500.00 - General Fund

RECOMMENDATION:

It is recommended by the Superintendent that the Board of Trustees ratify Agreement #24-208 with Trudy Arriaga, Ed.D.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-208, Trudy Arriaga, Ed.D. \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
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 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
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- 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

Proposal

Trudy Arriaga, Ed.D.

Presented to
Oxnard School District

About the Consultant



Dr. Trudy T. Arriaga served the Ventura Unified School District as superintendent for 14 years. She began her career as a bilingual para-educator and enjoyed 40 years of service in education as a teacher, assistant principal, principal, director, superintendent and university instructor at all levels. Trudy retired as superintendent in July 2015 and was honored by the naming of the VUSD District Office, The VUSD Trudy Tuttle Arriaga Education Service Center. She is currently on the Cal Lutheran University faculty in the Educational Leadership Department of the Graduate School of Education. Trudy is the co-author of *Opening Doors: An Implementation Template for Cultural Proficiency* with her colleague, Dr. Randall B. Lindsey and her most recently published books, *Leading While Female* and the *Leading While Female Journey* with her co-authors, Dr. Stacie Stanley and Dr. Delores Lindsey. Trudy has focused her life work on the fundamental belief that the educational system has tremendous capability and responsibility to open doors for all. It has been her privilege to ensure that the actions of the organization reflect the stated values of the organization through professional development with staff, board members and leaders. Trudy works with school districts throughout the United States to support them in their journey.

Overall Goals: Board Superintendent Evaluation / Governance

- To review the unique relationship, roles and responsibilities on the Board / Superintendent Governance Team.
- To identify the qualities of an effective superintendent and board of trustees
- To explore a tool, framework, process and protocol for evaluation of the Superintendent connected to goals set forth by the Board of Trustees in collaboration with the Superintendent.
- To provide resources for possible Board self-evaluation.

2. PROSPECTIVE TIMELINE AND INVESTMENT SCHEDULE

Date	Description	Investment
March 1, 2025	<i>In person – half day: Review of an effective board / governance team. Review of Supt Evaluation process and tools, Introduction of a Board Self-Evaluation tool.</i>	\$1500.00
TOTAL INVESTMENT	\$1500.00	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: March 05, 2025

Agenda Section: Section D: Action Items

Reduction In Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #24-14 (Carroll/Cordes)

Oxnard School District (District) administration projects that there will be budget constraints in the 2025-26 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level.

Education Code states that the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the budget constraints anticipated in the 2025-26 school year because of the District’s declining enrollment and the continued underfunding of education at the State and Federal level, the administration recommends preparing for a reduction in force as a precautionary strategy. Based on known attrition and assessment of the levels at which reductions must be made, staff has determined that certificated services must be reduced in the following service areas and specified quantity of FTEs:

Kind of Service	Full-Time Equivalent Positions (FTE)
Multiple Subject Teacher	11
Total FTEs	11

District staff has prepared a resolution that must be adopted to authorize the reduction of certificated services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority, with all probationary employees being deemed less senior than permanent employees. The resolution includes tiebreaking criteria to establish an order of seniority among employees sharing the same seniority date, and “skipping” criteria to retain employees teaching certain subjects critical to the District, regardless of seniority.

The tiebreaking criteria are the same as the criteria adopted by the Board for the certificated layoffs in 2024.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees. The Board will be advised of the names of the affected employees before March 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Reduction in Force and Resolution #24-14, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution No.24-14 Certificated RIF 2025 \(seven pages\)](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION No. 24-14

**REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE
(EDUCATION CODE §§ 44949 and 44955)**

WHEREAS, the Superintendent of the Oxnard School District (“District”), has determined that it is in the best interest of the District, and the welfare of the students thereof, to reduce or discontinue certain particular kinds of services, hereinafter enumerated, and has recommended to the District’s Governing Board (“Board”) that the District reduce particular kinds of service no later than the beginning of the 2025-2026 school year; and

WHEREAS, the recommendation includes the assessment that it shall be necessary to reduce the following particular kinds of service of the District no later than the beginning of the 2025-2026 school year:

Kind of Service	Full-Time Equivalent Positions (FTEs)
Multiple Subject Teachers	11.0
	Total FTE’s 11.0

AND WHEREAS, the Governing Board is required by law to give notice, by March 15, 2025, to all certificated employees affected by any decision to reduce or eliminate these particular kinds of service.

IT IS RESOLVED THAT:

- A. The Board hereby determines to reduce or discontinue services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2025-2026 school year.
- B. The Board hereby determines that, as the result of the above-stated reduction of particular kinds of service (the “Reduction in Force”), it will be necessary to terminate at the end of the 2024-2025 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.
- C. Pursuant to Education Code section 44955(d), the Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study or

- provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess. The specific needs of the District in this respect are set forth in Exhibit A to this Resolution and are incorporated as though fully set forth herein.
- D. In accordance with California Education Code section 44955(d), the Board hereby determines that the Reduction in Force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution.
 - E. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit B to this Resolution, which are incorporated as though fully set forth herein.
 - F. The criteria set forth in Exhibit B to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or her designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.
 - G. In accordance with California Education Code section 44955(b), the District resolves that it will retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. The criteria set forth in Exhibit C to this Resolution shall be used to determine whether an employee is competent to render services, and such criteria are incorporated as though fully set forth herein.
 - H. The Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s).

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 5th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Brian Melanephy
Clerk, Board of Trustees
Oxnard School District

Exhibit A

“SKIPPING” CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees in the particular kind of services identified in Resolution No. 24-14, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Certificated personnel who possess a credential authorizing the teaching of special education classes, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2025-2026 school year.

2. Certificated personnel who possess a Bilingual Cross-Cultural Language and Academic Development (BCLAD) Certificate, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2025-2026 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2025-2026 that meets the foregoing criteria.

The Superintendent or designee is authorized to determine which employees qualify to be “skipped” from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Possession of credential(s) authorizing service for the District on March 15, 2025	3 for each professional clear 2 for each preliminary 1 for each of any other credential
Subject matter authorizations held on March 15, 2025, including supplemental authorizations, on credential(s) authorizing service for the District	1 per authorization
Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2025	1 point
Column placement on salary schedule as of March 15, 2025	1 per applicable column
Service as BTSA Mentor teacher within 2024-2025 school year and/or two immediately preceding school years	3 per school year
Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)	3 points

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of reemployment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential, provisional intern permit or short-term staff permit shall be considered the more senior employee.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied to each employee.

The Superintendent is authorized to develop and apply additional supplemental tiebreaking criteria which the District shall use only in the event that the foregoing criteria do not resolve all ties, and which the District shall apply only to those employees who remain tied after the foregoing criteria have been exhausted.

Exhibit C

COMPETENCY CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Pursuant to Education Code section 44955(b), “Competent” shall be defined as follows:

(1) The employee has actually rendered instruction or services in the subject matter area in which s/he claims to be entitled to render instruction or services in or after the 2015-2016 school year, whether for the District or another school district; and

(2) The employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: March 05, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #24-203, School Services of California, Inc. (Carroll/Fuentes)

School Services of California will provide executive search services for the recruitment of an Assistant Superintendent, Business and Fiscal Services.

Terms of Agreement: March 6, 2025 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$28,000.00 (Includes direct out-of-pocket expenses) - General Fund

RECOMMENDATION:

It is the recommendation of the Acting Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve Agreement #24-203 with School Services of California, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-203, School Services of California \(4 Pages\)](#)
[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

February 19, 2025

1121 L Street

•
Suite 1060

•
Sacramento

•
California 95814

•
TEL: 916 . 446 . 7517

•
FAX: 916 . 446 . 2011

•
www.sscal.com

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

Re: Proposal for Executive Search Services of an Assistant Superintendent,
Business and Fiscal Services

Dear Dr. DeGenna:

Thank you for your interest in School Services of California's (SSC) Executive Search Services. SSC serves numerous local school agencies (LEAs) in the search for chief business officials/chief finance officers (CBOs/CFOs). A Merit District, such as yours, may require different strategies, and we can accommodate most as long as the end result is the District hiring the most qualified candidate for the position using an unranked list of the eligible finalists. Before finalizing an agreement, we would need to hold a conference call with the Superintendent and Director of the Classified Personnel Commission to ensure we fully understand the expected procedures for recruitment and selection.

Outline of Executive Search Procedures

SSC will develop the search recruitment and selection process to meet the unique needs of the Oxnard School District (District). Generally, SSC uses the following steps to assist LEAs:

- a. **Selection Criteria:** Confer with the Superintendent and designee(s) for the purpose of obtaining background information and setting criteria for the selection process. It is important that there is a positive match between the candidate finalists and the top administrative team, and we believe these initial conversations will help to create a recruitment profile for the position. As a result of the selection criteria conversations, we will develop and propose a recruitment plan.
- b. **Advertising Campaign:** Determine a targeted advertising plan and distribute widely a District search advertisement and electronic postcard to appropriate persons, institutions, and organizations. Additionally, we will strategically conduct an advertising campaign in selected industry publications.

- c. **Recruitment:** Provide active recruitment and make appropriate contacts throughout a broad-based education network for a desirable pool of candidates.
- d. **Application Processing:** Receive all candidate application materials and will maintain all needed communications regarding applicant files with all prospective candidates.
- e. **Paper Screening:** Conduct a joint paper screening process with the District designee(s) of all applicants' materials and ensure that the District is appropriately involved in the selection of initial candidates. This process is conducted by video conference between the SSC Search Advisors and the District-designated personnel.
- f. **Interview Process and Selection: In-Person/Virtual Interview Preparation:**
 - Prepare and send detailed notices along with the in-person/virtual interview instructions to the identified panel members
 - Prepare a presentation that briefs the panel and lays out the interview process
 - Provide in-person/virtual interview instructions to the candidates
 - Prepare a Comments Sheet and Forced Ranking/Rating Sheet for the panel members to use during the interviews
 - Create a SharePoint folder/binders that contains candidate and interview information
- g. **Facilitate the Interview Process:** An SSC Search Advisor will facilitate the in-person/virtual interview process. He or she will access and use the prepared items stated above. He or she will also monitor the rankings and responses and provide the final scores.
- h. **Reference Checking:** Conduct the reference checking of lead candidates using listed references and our contacts in both the business and educational communities. In addition to a very intensive reference-checking process, final candidates will undergo a degree verification, motor vehicle record review, and credit check.
- i. **Selection:** Provide the process to assist the District in the selection of the top candidate.

SSC continually emphasizes that our role is only to advise, assure the District of a vigorous recruitment effort, provide a thorough screening process, and provide time-consuming detail work. Throughout the process, we are clearly conscious of and meticulous in ensuring that the decision is that of the District and not SSC staff.

Your selection process will be tailored to meet the needs and desires of the District. The adopted process will ensure the development of objective criteria to be used in the recruitment and screening of applicants and be in accord with the District's affirmative action policies, Fair Employment Practices guidelines, and other legal restrictions. The District will determine how the selection process will meet the legal and procedural requirements of the merit system.

Timeline

Every effort will be made to complete the process within a timeline that will enable the person selected to assume the duties of the Assistant Superintendent, Business and Fiscal Services by a date established by the District but, in general, the search and selection process will take approximately 90 days. A detailed, agreed-upon timeline will be provided prior to the commencement of the search.

Experienced Service

Our staff brings a wealth of knowledge regarding the functions and obligations that are imposed on the top business/administrative leader of a school agency. For more than 40 years, our company has focused on the governance, management, and business of California public schools. This intense specialization and unique knowledge gives us a special ability to serve local school agencies that demand the very best candidates available.

Responsibilities associated with the District search will be handled by two members of our search team. The same individuals work with the District throughout the entire process; however, SSC's entire team of Search Advisors also provide support. Our search team members are:

Leilani Aguinaldo, Director, Governmental Relations, brings her diverse public policy experience to SSC to advocate on behalf of clients at all levels of government. Leilani has served in the executive and legislative branches of government as well as at the school district level, and she has worked on an extensive variety of issues in and out of the education field. With this rich background, Leilani provides strategic advice to clients to advance legislative, budget and regulatory priorities, and to inform clients about developments in Sacramento that will impact client interests. Prior to joining SSC, Leilani was appointed by Governor Jerry Brown to serve as the Director of Policy and Legislation at the State Board of Education. Leilani also led government relations efforts for the Los Angeles Unified School District. Leilani graduated from the University of California, Berkeley with a Bachelor of Arts in Economics.

Danyel Conolley, Associate Vice President, has many years of school district administrative experience in the areas of human resources management and labor relations. Danyel has extensive experience in all aspects of school district operations and brings expertise in employee recruitment and selection, professional learning and development, employment and personnel management, compensation and employee benefits, workplace investigations, facilitation, and collective bargaining expertise to SSC. Danyel holds a Bachelor of Psychology with a minor in Women's Studies from Humboldt University. She also earned a Master of Human Resource Management from National University. For more than 18 years, Danyel has served school districts in California and most recently served as the Senior Director of Human Resources at Woodland Joint Unified School District.

John Gray, President and CEO, contributes tremendous practical experience to the management consulting team and serves the clients of SSC by conducting fiscal health analyses, providing collective bargaining assistance, preparing multiyear financial projections, performing school district efficiency studies, conducting internal control reviews, administering district office organizational reviews, and directing executive search services. John is an established speaker for

the California Association of School Business Officials (CASBO), the Association of California School Administrators (ACSA), and the California School Boards Association (CSBA) and routinely presents at their events and conferences. He is an instructor at the University of Southern California Rossier School Business Management Certificate program, the CSBA Masters in Governance program, and the CASBO Chief Business Official Certification courses. He has been awarded the CASBO Commitment to Education Award, and he also served as Chairman of the Board for EdSource. Prior to joining SSC, John served as the Director of Fiscal Services for Fresno Unified School District. John received his Bachelor of Science in Accounting from California State University, Fresno, and a Master of Administrative Leadership from Fresno Pacific University.

Linette Hodson, Director, Management Consulting Services, has 32 years of experience in public education, including 18 years at an executive cabinet level. In each and every role, her focus has always been to improve educational outcomes for students. She has spent the past decade in a CBO role; and as CBO, she had direct oversight of the human resources department, including serving as the lead negotiator for more than 15 years. Linette also spent more than 10 years as an Assistant Superintendent of Student Services/Special Education. Her career path includes being an elementary school teacher, curriculum resource teacher, and site administrator. Linette has extensive training and experience in collaboration and leadership building strategies, including: alternative dispute resolution, administrator coaching, facilitation, interest-based bargaining, and implementation strategies. Linette received a Bachelor of Arts degree in Elementary Education from Central College in Pella, Iowa, and a master's degree in Education Administration from California State University, Bakersfield.

Sarah Niemann, EdD, Director, Management Consulting Services, has served public education in California for over 20 years as an English teacher, principal, Chief of Human Resources (HR) for the Los Angeles County Office of Education (LACOE), and the Assistant Superintendent of HR for the Burbank Unified School District (BUSD). Sarah brings school agency experience to SSC in the areas of instructional leadership, HR management, and employer-employee relations. In her leadership roles, she created an academy for aspiring administrators and revamped recruitment processes to eliminate hiring barriers and increase the focus on diversity, equity, and inclusion (DEI). Sarah has presented in partnership with the Association of California School Administrators, the law firm of Atkinson, Andelson, Loya, Ruud & Romo, the California Association of School Business Officials, and LACOE on topics related to employee discipline, women in leadership, workplace investigations, career advancement, and DEI. She is widely recognized for her leadership and contributions to education. Sarah earned her Doctor of Education from the University of Southern California with a focus on urban leadership in a K-12 district.

Kathleen Spencer, Vice President, works with school districts, charter schools, county offices of education, and community colleges to implement effective and efficient operations through innovative strategies. She serves educational agencies in strengthening operations and resource management through organizational reviews, shared services and efficiency studies, budget reviews, comparative analyses of school district resources and staffing, total compensation studies, and facilities reviews. She specializes in the impacts of federal health care reform and the demands on employers to provide cost effective and legally compliant benefits. Kathleen also provides negotiations support to local educational agencies (LEA) and has prepared and presented many school district factfinding cases, resulting in positive and improved labor relations for both

the LEA and employee group. Kathleen received her bachelor's degree from California State University, Sacramento, focusing on social sciences and research.

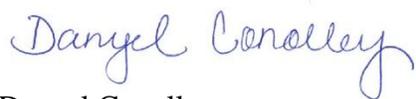
Cost of Services

We propose conducting these services for \$25,000, plus direct expenses. Expenses are defined as actual, out-of-pocket expenses such as mailing, telephone, travel costs, duplication of materials, and screening and reference checking.

The terms of this proposal are valid for 60 days from the date of this letter. After that period, new terms may be agreed upon after further review of the needs of the District.

Again, thank you for your confidence in our company and we look forward to having an opportunity to work with you on this vital project.

Sincerely,



Danyel Conolley
Associate Vice President

Enclosure

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section D: Action Items

Approval of Change Order #7 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Hubbard/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities 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 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023 the Board entered into an agreement with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

This Change Order is required to return funds to the Contractor which had been improperly deducted from the Construction Services Agreement under Change Order #003.

FISCAL IMPACT:

\$188,150.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #007 with Viola Constructors.

ADDITIONAL MATERIALS:

Attached: [Change Order #007 - Viola, Inc. \(2 pages\)](#)
[Proposal \(1 Page\)](#)



CHANGE ORDER

Date: 03-05-2025

CHANGE ORDER NO. 007

PROJECT: Drifill Elementary School ECDC
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

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

ARCHITECT: Flewelling & Moody
99 South Lake Ave. #300
Pasadena, CA 91101

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

Architects Proj. No.: 3057.0000
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-123351

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.....	\$ 3,462,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ (111,961.68)
ADJUSTED CONTRACT SUM.....	\$ 3,350,038.32
NET CHANGE	\$ 188,150.00

Total Change Orders to Date: \$ 76,188.32

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 007..... \$ 3,538,188.32

Anticipated Commencement Date..... **November 01, 2023**

Actual Commencement Date: November 01, 2023

Original Completion Date: August 30, 2024

Original Contract Time: 307 Calendar Days

Time Extension for all Previous Change Orders: Zero Days

Time Extension for this Change Order: Zero Days

Adjusted Completion Date: August 30, 2024

Percentage **Zero Percent (0%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Return sub lease payment amount to GMP.			\$188,150.00	
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. 007 \$188,150.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

BUSINESS AND FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL – N/A

DATE: _____



PCO #007

Viola Incorporated
 5811 Olivas Park Dr, Suite 204
 Ventura, California 93003
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 23-29 - Drifill New PK, TK and Kindergarten Classroom
 910 South E Street
 Oxnard , California 93030

Prime Contract Potential Change Order #007: CE #015 - Return sublease payment amount to GMP

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	007 / 0	CONTRACT:	1 - Drifill New PK, TK and Kindergarten Classroom
REQUEST RECEIVED FROM:	Gerald Schober (Caldwell, Flores, Winters, Inc)	CREATED BY:	Patrick Waid (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	2/13/2025
REFERENCE:	email	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:	Drifill Elementary School	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$188,150.00

POTENTIAL CHANGE ORDER TITLE: CE #015 - Return sublease payment amount to GMP

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #015 - Return sublease payment amount to GMP

Return Sublease payment amount to GMP in order to balance District Purchase Order amount.

ATTACHMENTS:

[Drifill Sublease PO adjustment.pdf](#)

#	Budget Code	Description	Amount
1	00-72-00.S General Conditions.Commitment	--Funds required to restore District PO	\$188,150.00
Grand Total:			\$188,150.00

Jun Tanaka (Flewelling & Moody)

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.

5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

DocuSigned by:

Patrick Waid

2/13/2025

AB0FAE16E6E4413...

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section D: Action Items

Request for Approval of Out of State Training Attendance (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state training attendance for Kayla Nelson, Special Education Manager, and Janet Hurtado and Nicole Espinoza, Special Education Teachers, to attend the TEACCH Five Day Classroom Training, July 28 - August 1 2025, in Chapel Hill, NC. This event will provide a theoretical foundation and hands-on opportunities to assess and teach school-aged children on the autism spectrum, an emphasis on structured TEACCHING principles, and will benefit program oversight.

FISCAL IMPACT:

Not to exceed \$13,000.00 for registration, travel, meals and lodging, to be paid from Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state training attendance for Kayla Nelson, Special Education Manager, and Janet Hurtado and Nicole Espinoza, Special Education Teachers, to attend the TEACCH Five Day Classroom Training, July 28 - August 1 2025, in Chapel Hill, NC, in the amount not to exceed \$13,000.00, to be paid from Special Education Funds.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(10 pages\)](#)



Five-Day Classroom Training - Elementary Through High School, Ages 6-21 (Chapel Hill, NC)

July 28, 2025 – August 1, 2025
Viewing in Eastern Time **Adjust**

[Register Now](#)

[Already registered?](#)

[About the Event](#) [Agenda](#) [CEUs](#) [Fees](#) [Venue](#) [Travel](#)
[FAQs](#) [Contact Us](#)

About the Event

This five-day course provides a theoretical foundation as well as hands-on opportunities to assess and teach school-aged children on the autism spectrum in a demonstration classroom setting. The premise of this foundation is an understanding of the learning styles of individuals with autism and how to use teaching strategies that capitalize on learning strengths.

An emphasis is placed on the use of Structured TEACCHing principles and other evidence-based practices to teach children and adolescents with autism, skills in the areas of academics, communication, independence, social and leisure, stress reduction routines and coping strategies, and vocational.

Participants will have an opportunity to apply these strategies with students of varying ages and developmental levels in a classroom setting. The training includes presentations, small group discussions, demonstration classroom activities, and hands-on experiences for five consecutive days.

Objectives:

At the completion of training, participants will be able to:

- Understand the unique learning styles of children and adolescents on the autism spectrum.
- Conduct informal assessments to set learning objectives and monitor progress.
- Create meaningful and individualized visual structure for students with autism in both individual and group settings.
- Implement TEACCHing strategies to facilitate communication, academic skills, social and leisure skills, work behaviors, and vocational skills.
- Engage in behavioral problem-solving and implement antecedent-based strategies to reduce behavioral difficulties.
- Develop and implement stress reduction routines and coping strategies.
- Implement strategies for working and collaborating with families of individuals on the autism spectrum.

Target Audience:

This course is designed for educators, psychologists, speech language pathologists, as well as others working in an educational setting and interested in educational strategies for teaching elementary through high school-aged students on the autism spectrum.

Presenters:

Training staff will include TEACCH Autism Specialists who provide intervention services to individuals on the autism spectrum in North Carolina as well as training and consultation to professionals worldwide. Training staff will also include teachers, certified consultants, and other autism professionals who work with TEACCH Centers in various regions throughout North Carolina.

Meeting Dates & Times:

Monday, July 28, 2025 - Thursday, July 31, 2025

- 8:00 AM - 4:00 PM

Friday, August 1, 2025

- 8:00 AM - 3:30 PM

[REGISTER](#)



Five-Day Classroom Training - Elementary Through High School, Ages 6-21 (Chapel Hill, NC)

July 28, 2025 – August 1, 2025
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Registration Fees

Admission Items

Out of State Registration

\$1,850.00

[Refund policy.](#)

In State Registration

\$1,350.00

Refund policy

Important Dates:

- **Payment Deadline:** May 26, 2025
 - If registration is completed after the payment deadline, a credit card payment must be made at the point of purchase.
- **No Refunds on/after:** June 24, 2025

Fees Include:

Fees Include training materials, lunch, refreshments, and continuing education units.

Payment Policy

Fees and Payment

Credit Card is the preferred method of payment. UNC Policy does not allow TEACCH to take credit card payments by phone or in person.

- A \$50.00 non-refundable deposit is collected upon registration or a signed Purchase Order (PO) is required.
- **Payment in full is due nine (9) weeks before** the training program unless a signed Purchase Order (PO) has been received by the TEACCH Training Office
- A PO confirms the registration. The organization will be invoiced for all registrations and cancellations based on the cancellation policy.

Checks Mailed to:

Checks should be made payable to UNC TEACCH Autism Program. Include the attendee's name, TEACCH invoice number, event title/location/dates on check correspondence.

UNC TEACCH Autism Program

Attn: Training

100 Renee Lynne Court

Carrboro, NC 27510

Purchase Orders (POs) Submission Options:

Attn: Training Office

Emailed: TEACCH_Registrar@med.unc.edu

Fax: 919-966-4127

Cancellation Policy

Registrants must agree to the terms and conditions of the payment and cancellation policy at the point of registration. Non-payment of the registration fee does not excuse registrants from the cancellation policy below.

Registrants are not considered cancelled from training events unless an email is sent to the training office at: TEACCH_Registrar@med.unc.edu. Include the training title, location and date(s) in the email. A registration is not considered cancelled until you receive a written confirmation of cancellation from the TEACCH Training Office.

- **Cancellations Without Payment Refund:**

- Cancellations received less than five (5) weeks prior to the first day of the event **will NOT be refunded.**

- **Cancellation with Refund:**

- Cancellations made on/before five (5) weeks prior to the first day of the event will be refunded the payment, **minus the non-refundable \$50 registration fee.**

- **Substitution without Fee:**

- A substitute participant may be designated (by the paying agency/organization) in place of a registrant who cannot attend, provided TEACCH is notified in writing (TEACCH_Registrar@med.unc.edu)

TEACCH reserves the right to cancel, postpone or combine class sections; to limit registration, or to change instructors. TEACCH will make every effort to notify participants as soon as possible of any changes or cancellations. Participants should consider the possibility of change or cancellation when opting for non-refundable travel arrangements. Registration fees for events cancelled by TEACCH will be refunded in full.



Five-Day Classroom
Training - Elementary
Through High School,
Ages 6-21 (Chapel Hill,
NC)

July 28, 2025 – August 1, 2025
Viewing in Eastern Time **Adjust**

[Register Now](#)

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Agenda

All sessions ET, USA. If you reside outside that time zone, please calculate your start date/time accordingly.

*Lunch and refreshments will be provided daily.

July 28, 2025

7:40 AM ET

Event Check In

7:40 AM-8:00 AM

8:00 AM ET

Monday

8:00 AM-4:00 PM

- Introduction to TEACCH
- Program Overview Learning Styles of Autism
- Structured TEACCHing

July 29, 2025

8:00 AM ET

Tuesday

8:00 AM-4:00 PM

- Assessment
- Activities in the Classroom: Assessment and Structured TEACCHing Strategies
- Discussion of Classroom Activities
- Classroom Choreography

July 30, 2025

8:00 AM ET

Wednesday

8:00 AM-4:00 PM

- Communication
- Activities in the Classroom: Communication
- Discussion of Classroom Activities
- Behavior Problem-Solving Process

July 31, 2025

8:00 AM ET

Thursday

8:00 AM-4:00 PM

- Priorities: Preparing for the Future
- Activities in the Classroom: Flexibility and Generalization Beyond the Classroom
- Discussion of Classroom Activities
- Small-Group Discussion of Issues

August 1, 2025

8:00 AM ET

Friday

8:00 AM-3:30 PM

- Social and Leisure Skills
- Classroom Activities: Social and Leisure
- Discussion of Classroom Activities
- Summary of the Week and Wrap-Up



Five-Day Classroom
Training - Elementary
Through High School,
Ages 6-21 (Chapel Hill,
NC)

July 28, 2025 – August 1, 2025
Viewing in Eastern Time **Adjust**

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Travel & Visitor Information

Airport:

[Raleigh Durham Airport](#) is the closest major airport.

Visitors Bureau:

Questions about travel, transit, and things to do in Chapel Hill?

The Orange County Visitors Bureau is ready and willing to help.

[Orange County Visitors Bureau](#)

501 West Franklin Street
Chapel Hill, NC 27516

Toll-Free: (888) 968-2060

Phone: (919) 245-4320

Guest Accommodations:

Participants are responsible for making their own guest accommodation reservations and transportation arrangements.

Sheraton

One Europa Drive
Chapel Hill, NC 27517
919-968-4900

TEACCH Group Rate: \$129.00 +tax.

The group rate is available for reservations made on or before Friday, May 30, 2025.

[REGISTER](#)

[Already registered?](#)

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- December 18, 2024 Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Minutes December 18 2024 Regular Meeting \(14 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent

Vacant

Assistant Superintendent,
Business & Fiscal Services

Aracely Fox, Ed.D.

Assistant Superintendent,
Educational Services

Scott Carroll, Ed.D.

Acting Assistant Superintendent,
Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, December 18, 2024

5:00 PM - Open Meeting

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Acting Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Ariana Rosas, 5th grade student in Ms. Wyatt's class at McKinna School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Andrea Galicia, 5th grade student in Ms. Wyatt's class at McKinna School, read the district's Mission and Vision Statement in English. Elibeth Araujo, 5th grade student in Ms. Wyatt's class at McKinna School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by McKinna School

Erika Ragan, Principal, McKinna School, provided a presentation about McKinna.

A.5. Recognition of Outgoing Trustee (DeGenna)

The Superintendent and Board of Trustees recognized outgoing Trustee Mary Ann Rodriguez. Maria C. Magana, Sondra Andrade, and Rebecca Jenkins provided words of appreciation on behalf of the Trustee.

A.6. Recess (5 Minutes)

There was a five-minute recess at 5:31 p.m.

A.7. Oath of Office (DeGenna)

The Oath of Office was administered to Cynthia Salas, who was newly elected to the Oxnard School District Board of Trustees, to Brian Melanephy, who was elected after completing his term as a short-term appointee, and to Monica Madrigal Lopez, who was re-elected on November 15, 2024. Oscar Madrigal spoke in recognition of Trustee Madrigal Lopez.

A.8. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #24-57 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

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

Second: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.9. Organization of the Board (DeGenna)

The Board recognized Trustee Veronica Robles-Solis as outgoing President of the Board of Trustees for 2024.

For 2025, Trustee Veronica Robles-Solis was re-elected as President and Trustee Brian Melanephy was elected as Clerk.

Motion #24-58 Reappointment of Trustee Veronica Robles-Solis as Board President for 2025

Mover: Monica Madrigal Lopez

Second: Veronica Robles-Solis

Moved To: Reappoint

Ayes: 3 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy

Nays: 2 - Rose Gonzales, Cynthia Salas

Motion Result: Passed

Motion #24-59 Appointment of Trustee Brian Melanephy as Board Clerk for 2025

Mover: Cynthia Salas

Second: Brian Melanephy

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.10. Recess (15 Minutes)

There was a brief recess at 5:50 p.m. for purposes of reorganization.

A.11. New Board Assume Seats (Board President)

The new Board assumed their seats on the dais at the direction of the newly appointed Board President.

A.12. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.13. Closed Session

The Board convened to closed session at 6:06 p.m. to consider the following items:

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

1. Pursuant to Section 54956.9 of Government Code:
 Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-
 - FFM S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 OAH Case #2024090723
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

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

A.14. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:00 p.m.

A.15. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #24-60 Approval of Final Settlement Agreement - OAH Case #2024090723

Mover: Monica Madrigal Lopez

Secunder: Brian Melanephy

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales

Abstain: 1 – Cynthia Salas

Motion Result: Passed

Motion #24-61 Appointment of Jacqueline De Arcos as Assistant Principal

Mover: Cynthia Salas

Secunder: Brian Melanephy

Moved To: Appoint

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

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Motion #24-62 Appointment of Kayla Nelson as Manager, Special Education

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.16. Schedule of Board Meetings for 2025 (DeGenna)

The Board approved the schedule of Board meetings for 2025, as presented.

Motion #24-63 Approval of Schedule of Board Meetings for 2025

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.17. Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (DeGenna)

The Board selected Trustee Cynthia Salas as its representative to the Ventura County Committee on School District Organization.

Motion #24-64 Appointment of Cynthia Salas as Board Representative to the Ventura County Committee on School District Organization for 2025

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.18. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Núñez)

Trustee Monica Madrigal Lopez was reappointed as the 2025 Board representative on the Oxnard School District Health and Welfare Benefits Trust. Robin Lefkovits was reappointed as the retiree representative for 2025.

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

Motion #24-65 Reappointment of Trustee Monica Madrigal Lopez as the 2025 Board Representative and Robin Lefkovits as the 2025 Retiree Representative on the Oxnard School District Health and Welfare Benefits Trust

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Reappoint

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.19. Presentation of the December 2024 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Hubbard/CFW)

David Hubbard, Chief Information Officer, introduced Emilio Flores, Greg Norman, and Ernesto Flores with Caldwell Flores Winters, who provided information relative to the December 2024 Semi-Annual Implementation Program Update as an adjustment to the Enhanced Master Construct Program. The Report will be presented for the Board's consideration at the January 15, 2025 Regular Board meeting.

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #24-66 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

C.1. Establishment and Increase of Hours of Positions (Carroll/Fuentes)

As presented.

C.2. Personnel Actions (Carroll/Fuentes)

As presented.

- C.3. Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (Fox/Thomas)**
As presented.
- C.4. Approval of Change Order #006 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Hubbard/CFW)**
To remove and replace existing asphalt and concrete paving that is out of ADA compliant tolerances, in the amount of \$11,800.00, to be paid out of Master Construct and Implementation Funds.
- C.5. Ratification of Change Order #1 to Agreement #23-228 – WPS Roofing – Roofing Project at ESC (Hubbard)**
To add Safe Wrap interior protection to the Roofing Project at the Educational Service Center, in the amount of \$82,800.00, to be paid out of Deferred Maintenance Funds.
- C.6. Annual and Five–Year Developer Fee Report (Núñez)**
As presented.
- C.7. Certification of Signatures (Núñez)**
As presented.
- C.8. Enrollment Report (Núñez)**
As presented.
- C.9. Purchase Order/Draft Payment Report #24-05 (Núñez/Reyes)**
As presented.
- C.10. Approval of Resolution #24-08 Identifying District Representatives to the State Allocation Board (Núñez)**
To appoint Dr. Ana DeGenna, Superintendent, David Hubbard, Chief Information Officer, and Patricia Núñez, Director of Fiscal Services, as the current authorized District Representatives to the State Allocation Board, and authorize its filing with the SAB.

Section C: APPROVAL OF AGREEMENTS

- C.11. Approval of Amendment #1 to Agreement #24-109 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**
For Special Circumstances Paraeducator Services (SCP's) for new students that have been approved for services and to increase the agreement amount for the 2024-2025 school year, in the amount of \$2,000,000.00, to be paid out of Special Education Funds.
- C.12. Approval of Agreement/MOU #24-169 – Our Lady of Guadalupe School (Fox/Thomas)**
For Oxnard School District to provide services to Our Lady of Guadalupe School through

the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2024-2025 school year, Title III Allocation to Our Lady of Guadalupe School in the amount of \$4,590.00.

C.13. Approval of Agreement/MOU #24-170 – St. Anthony’s School (Fox/Thomas)

For Oxnard School District to provide services to St. Anthony’s School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2024-2025 school year, Title III Allocation to St. Anthony’s School in the amount of \$7,134.00

C.14. Approval of Agreement/MOU #24-171 – Santa Clara Elementary School (Fox/Thomas)

For Oxnard School District to provide services to Santa Clara Elementary School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2024-2025 school year, Title III Allocation to Santa Clara Elementary School in the amount of \$2,624.00.

C.15. Approval of Agreement #24-172 – Island Packers (Fox/Higa)

To provide Frank Marine Science 7th and 8th grade students an educational experience that connects with their Marine Science Curriculum, February 28, 2025, in the amount of \$4,828.00, to be paid out of Title 1 Funds.

C.16. Approval of Agreement #24-173 – The Math Learning Center (Fox/Flores-Beck)

To provide "Getting Started with Number Corner" virtual professional development for Spanish DLI classrooms, January 27, 2025 through February 5, 2025, in the amount of \$2,500.00, to be paid out of Title IV Funds.

C.17. Approval of Agreement #24-174 – Bike Ventura County (Fox/Shea)

To provide a 5-week After School Bike Camp Program that will teach bicycle riding fundamentals and an understanding of traffic safety to students in grades 3-8, December 19, 2024 through June 30, 2025, in the amount of \$52,470.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.18. Approval of Agreement #24-175 – LEGO Education (Fox/Shea)

To provide professional development to Oxnard School District teachers and After School Program staff to support with implementation of the LEGO Education Learning System, December 19, 2024 through June 30, 2025, in the amount of \$31,455.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.19. Approval of Agreement #24-176 – Marketing on the Move, LLC (Fox/Shea)

To provide virtual planning sessions for social media content and deliver a tailored program designed to optimize engagement and expand the reach of all social media accounts, December 19, 2024 through July 30, 2025, in the amount of \$14,000.00, to be paid out of Supplemental

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

Concentration Funds.

C.20. Approval of Agreement #24-178 – TouchMath (DeGenna/Jefferson)

To provide Professional Development for Moderate Severe teachers, December 19, 2024 through June 30, 2025, in the amount of \$19,500.00, to be paid out of Special Education Funds.

C.21. Approval of Amendment #1 to Construction Services Agreement #23-237, Site Lease Agreement #24-179, and Sub Lease Agreement #24-180 with Edwards Construction Group for the Preschool, TK, K Classroom Project at Marina West Elementary School (Hubbard/CFW)

For the Preschool/TK/K Classroom Project at Marina West Elementary School, in the amount of \$4,260,414.69, to be paid from California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program Funds and Master Construct and Implementation Funds.

C.22. Approval of Agreement #24-181 – Meathead Movers (Fox/Shea)

To provide moving services on an as needed basis for the Ritchen and McAuliffe Elementary Schools Modernization Phase 1 moves, December 19, 2024 through January 30, 2025, in the amount of \$10,852.80, to be paid out of Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

C.23. Ratification of Agreement/MOU #24-177 – Ventura County Office of Education/ Foster Youth Transportation (Fox/Nocero)

To coordinate transportation to school of origin for students in foster care, July 1, 2024 through June 30, 2027, in the amount not to exceed \$75,000.00, to be paid out of LCFF Funds.

C.24. Ratification of Agreement #24-182 – Pegasus Transportation, Inc. (Hubbard/Galván)

For providing emergency supplemental transportation services on an as needed basis, July 1, 2024 through June 30, 2025, in the amount of \$500,000.00, to be paid from LCFF Transportation Funds.

Section D: ACTION ITEMS

D.1. Adoption of Resolution #24-09 - Oxnard School District Board of Trustees Reaffirm Our Commitment to the Education of All Children and Making all Campuses a Safe Zone for Students and Families Threatened by Immigration Enforcement (DeGenna)

The Board of Trustees adopted Resolution #24-09 "Oxnard School District Board of Trustees Reaffirm Our Commitment to the Education of All Children and Making all Campuses a Safe Zone for Students and Families Threatened by Immigration Enforcement".

Motion #24-67 Adoption of Resolution #24-09 “Oxnard School District Board of Trustees

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

Reaffirm Our Commitment to the Education of All Children and Making all Campuses a Safe Zone for Students and Families Threatened by Immigration Enforcement”

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.2. Call for Nominations for CSBA’s Delegate Assembly (DeGenna)

The Board of Trustees approved the nomination of Trustee Brian Melanephy to the CSBA Delegate Assembly.

Motion #24-68 Approval of Nomination of Trustee Brian Melanephy to the CSBA Delegate Assembly

Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.3. Actuarial Study of Retiree Health Liabilities (Núñez)

Patricia Núñez, Director of Fiscal Services, introduced Will Kane with Total Compensation Systems, Inc., who presented information relative to the Actuarial Study of Retiree Health Liabilities, prepared for the district pursuant to Education Code 42140 and GASB 74/75.

Motion #24-69 Receipt of Actuarial Study of Retiree Health Liabilities

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Receive

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.4. Annual Appointment/Re-Appointment of Citizens Bond Oversight Committee (Núñez)

The members of the Citizens' Bond Oversight Committee were reappointed, as presented.

Motion #24-70 Reappointment of Citizens’ Bond Oversight Committee

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Reappoint

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

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas
Motion Result: Passed

D.5. Oxnard School District 2024-2025 First Interim Financial Report (Period Ending October 31, 2024) (Núñez)

Patricia Núñez, Director of Fiscal Services, presented the 2024-2025 First Interim Financial Report for the period ending October 31, 2024, for the Board's approval.

Motion #24-71 Approval of Oxnard School District 2024-2025 First Interim Financial Report (Period Ending October 31, 2024)

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - BP/AR 5145.13 Response to Immigration Enforcement (DeGenna)

Superintendent DeGenna presented the new BP/AR 5145.13 Response to Immigration Enforcement for First Reading. The policies will be presented for Second Reading and Adoption at the January 15, 2025 Regular Board meeting.

F.2. Second Reading - BP/AR 5113 Absences And Excuses (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to BP/AR 55113 Absences and Excuses for Second Reading and Adoption.

Motion #24-72 Adoption of Revisions to BP/AR 5113 Absences and Excuses

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

F.3. Second Reading - BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to BP/AR 5141.21 Administering Medication and

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

Monitoring Health Conditions for Second Reading and Adoption.

Motion #24-73 Adoption of Revisions to BP/AR 5141.21 Administering Medication and Monitoring Health Conditions

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna:

- Superintendent Fellows 12/11/24
- Winter Family Resource Fair 12/10/24
- OSD Student Profile
- UnboundEd Leadership Summit 11/21-22/24
- Book Club 12/2/24 - The Power of Moments
- OSD Giving Tree 12/16/24
- Transportation Team Holiday Luncheon 12/18/24
- Congratulations to New Board
- December Events
- Happy Holidays to All

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

Monica Madrigal Lopez

- Thank you to everyone for allowing her to be here another 4 years
- Thank you to all staff that plays a role in students' lives
- Looks forward to 2025

Cynthia Salas

- Thank you to voters that elected her and to the organizations that supported her during her campaign
- Thank you to Dr. DeGenna, Trustee Melanephy, Trustee Gonzales and staff that attended CSBA conference
- Thank you to OEA for their support during her campaign

Brian Melanephy

- Enjoyed CSBA
- Attended Family Resource Fair at Frank - would like to collaborate with community

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

partners to channel resources

Rose Gonzales

- Thank you to McKinna for presenting today - enjoyed seeing students and parents
- Enjoyed attending CSBA conference in Anaheim
- Attended Superintendent Fellows meeting - congratulations to Dr. Shea, Dr. DeGenna and Dr. Nocero for leading the conversations
- Enjoyed attending DELAC Convivio at Driffill last night
- Congratulations to re-elected and newly elected Trustees

Veronica Robles-Solis

- Congratulations to Trustee Salas on election and to Trustees Melanephy and Madrigal Lopez on re-election
- Congratulations to district on Family Resource Fair
- Thank you to everyone for their hard work
- Thank you to teachers that are taking the time to put holiday programs together for the students and families
- Looking forward to 2025
- Happy holidays to all - hopes everyone is able to get some rest

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:42 p.m.

Motion to adjourn

Mover: Rose Gonzales

Secunder: Brian Melanephy

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 5th day of March 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of December 18, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
December 18, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: March 05, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading to BP/AR 6158 Independent Study (Fox/Nocero)

The BP/AR 6158 Independent Study has been updated based on recommendations by CSBA (California School Board Association). New language is highlighted. Deleted language is indicated by strikethrough. The revised policies will be presented for a second reading and adoption at the March 19, 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 BP/AR 6158 Independent Study for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [Updated OSD Policy 6158 _Independent Study \(9 pgs\).pdf](#)
[Updated Regulation 6158_Independent Study \(7pgs\).pdf](#)

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/14/2020 | Last Revised Date: 02/15/2023 | Last Reviewed Date: 02/15/2023

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full- time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)~~

An independent study student shall not be credited with more than one day of attendance per calendar day. (Education Code 46300)

A nutritionally adequate breakfast and lunch shall be made available at no cost to any independent study student scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility, who requests a meal. (Education Code 49501.5)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is

made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments.

Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in- person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for ~~45~~ 16 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten (TK) - 3, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for ~~45~~ 16 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span
3. In violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include local programs to address chronic absenteeism, as applicable, including, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non- attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for

45 16 school days of more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student- parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; ~~5 CCR 11703~~)

For student participation for 45 16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days or fewer, a signed written agreement shall may be obtained within ten school days of the first day of the student's enrollment at any time during the school year in which the independent study program takes place. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which and no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
- ~~10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student~~

All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of independent study, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51747)

For purposes of the above paragraph, caregiver means a person who has met the requirements of Family Code 6550-6552.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance

register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

Additionally, the district shall maintain documentation of hours or fraction of an hour for student work products and the time that students engaged in asynchronous instruction. (Education Code 54747.5)

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51746 and 51749.5 (Education Code 51746 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 147610-47615	Charter School Operation
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Emergency conditions and apportionments
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year

Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
State	Description
Ed. Code 47612.5	Charter schools operations; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49010	Educational activity; definition
Ed. Code 49011	Student fees; definition
Ed. Code 49501.5	School Meals
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51744-51749.6	Independent study
Ed. Code 52060	Local control and accountability plan
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs; definition
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal	Description
20 USC 6311	State plan

Management Resources

Description

California Department of Education Publication Legal Requirements for Independent Study California Department of Education Publication [Conducting Individualized Determinations of Need](#)
California Department of Education Publication [California Digital Learning Integration and Standards Guidance, May 2021](#) California Department of Education Publication Elements of Exemplary Independent Study

Court Modesto City Schools v. Education Audits Appeal Panel (2004)
123 Cal.App.4th 1365

Education Audit Appeals Panel Publication Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Consortium for Independent Study](#)

Website

[California Department of Education, Independent Study](#)

Website

[Education Audit Appeals Panel](#)

Cross References

Description

0410

[Nondiscrimination In District Programs And Activities](#)

0450

[Comprehensive Safety Plan](#)

0450	<u>Comprehensive Safety Plan</u>
0500	<u>Accountability</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3516.5	<u>Emergency Schedules</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
4131	<u>Staff Development</u>
5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5112.3	<u>Student Leave Of Absence</u>
5112.3	<u>Student Leave Of Absence</u>
5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5141.22	<u>Infectious Diseases</u>
5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>

6112	<u>School Day</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6159	<u>Individualized Education Program</u>

6159	<u>Individualized Education Program</u>
6162.5	<u>Student Assessment</u>
6164.5	<u>Student Success Teams</u>
6164.5	<u>Student Success Teams</u>
6172	<u>Gifted And Talented Student Program</u>
6172	<u>Gifted And Talented Student Program</u>
6183	<u>Home And Hospital Instruction</u>

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/14/2020 | Last Revised Date: 02/15/2023 | Last Reviewed Date: 02/15/2023

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher(s) or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds

or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through independent study. (Education Code 51745)

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate

4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in **"Records"** in the section on in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student **including time that the student engaged in asynchronous instruction**
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
State	Description
Ed. Code 147610-47615	Charter School Operation
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Emergency conditions and apportionments
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612.5	Charter schools operations; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49010	Educational activity; definition
Ed. Code 49011	Student fees; definition
Ed. Code 49501.5	School Meals
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51744-51749.6	Independent study
Ed. Code 52060	Local control and accountability plan
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria

Ed. Code 56026 [Individual with exceptional needs; definition](#)
Ed. Code 58500-58512 [Alternative schools and programs of choice](#)
Fam. Code 6550-6552 [Caregivers](#)

Federal **Description**
20 USC 6311 [State plan](#)

Management Resources **Description**
California Department of Education Publication Legal Requirements for
Independent Study California Department of Education Publication [Conducting](#)
[Individualized Determinations of Need](#)
California Department of Education Publication [California Digital Learning Integration and Standards](#)
[Guidance, May 2021](#) California Department of Education Publication Elements of Exemplary
Independent Study
Court Decision Modesto City Schools v. Education Audits Appeal Panel (2004)
123 Cal.App.4th 1365

Management Resources**Description**

Education Audit Appeals Panel Publication [Guide for Annual Audits of K-12 Local Education Compliance Reporting](#)

Agencies and State Website [CSBA District and County Office of Education Legal](#)

Services

Website [California Consortium for Independent Study](#)

Website [California Department of Education, Independent Study](#)

Website [Education Audit Appeals Panel](#)

Cross References**Description**

0410 [Nondiscrimination In District Programs And Activities](#)

0450 [Comprehensive Safety Plan](#)

0450 [Comprehensive Safety Plan](#)

0500 [Accountability](#)

3260 [Fees And Charges](#)

3260 [Fees And Charges](#)

3516.5 [Emergency Schedules](#)

3550 [Food Service/Child Nutrition Program](#)

3550 [Food Service/Child Nutrition Program](#)

3580 [District Records](#)

3580 [District Records](#)

4112.2 [Certification](#)

4112.2 [Certification](#)

4131 [Staff Development](#)

5111.1 [District Residency](#)

5111.1 [District Residency](#)

5112.3 [Student Leave Of Absence](#)

5112.3 [Student Leave Of Absence](#)

5113 [Absences And Excuses](#)

5113 [Absences And Excuses](#)

5121 [Grades/Evaluation Of Student Achievement](#)

5121 [Grades/Evaluation Of Student Achievement](#)

5125 [Student Records](#)

5125 [Student Records](#)

5126 [Awards For Achievement](#)

5126 [Awards For Achievement](#)

5141.22 [Infectious Diseases](#)

5141.31 [Immunizations](#)

5141.31 [Immunizations](#)

5144.1 [Suspension And Expulsion/Due Process](#)

5144.1 [Suspension And Expulsion/Due Process](#)

5145.6 [Parent/Guardian Notifications](#)

5145.6-E PDF(1) [Parent/Guardian Notifications](#)

Cross References

5146

5146

5147

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6011

6111

6112

6112

6142.4

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6159

6159

6162.5

6164.5

6164.5

6172

6172

6183

Description[Married/Pregnant/Parenting Students](#)[Married/Pregnant/Parenting Students](#)[Dropout Prevention](#)[Concepts And Roles](#)[Academic Standards](#)[School Calendar](#)[School Day](#)[School Day](#)[Service Learning/Community Service
Classes](#)[Courses Of Study](#)[Courses Of Study](#)[Individualized Education Program](#)[Individualized Education Program](#)[Student Assessment](#)[Student Success Teams](#)[Student Success Teams](#)[Gifted And Talented Student Program](#)[Gifted And Talented Student Program](#)[Home And Hospital Instruction](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 05, 2025

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, February 28, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A