

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Kristen Pifko
Assistant Superintendent,
Business & Fiscal Services
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services
Scott Carroll, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA **REGULAR BOARD MEETING** **Wednesday, October 1, 2025**

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

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

Chantal Anderson Witherspoon, Principal, Marshall School, will introduce Symone Taylor, 3rd grade student in Ms. Zegers's class at Marshall, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Miabella Dominguez, 8th grade student in Ms. Olivares's class at Marshall School and in Spanish by Alondra Meza, 6th grade student in Ms. Murillo's class at Marshall School.

A.4. Presentation by Marshall School

Chantal Anderson Witherspoon, Principal, Marshall School, will provide a short presentation to the Board regarding Marshall. 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. Adoption of Resolution #25-09 in Celebration of National Hispanic Heritage Month (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #25-09 in Celebration of National Hispanic Heritage Month, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
 - Y.V. v. Oxnard SD, Case #GHC0058142
 - 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. Consider the Request to Expel Student
 - Case No. 25-01 (Action Item)
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

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

A.10. Report Out of Closed Session

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

A.11. Update on Immigration Impact (DeGenna)

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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comments.

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

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

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Establishment of Positions (Carroll/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment of positions, as presented.

C.2. Personnel Actions (Carroll/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director

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of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as presented.

C.3. Setting of Date for Public Hearing-Sufficiency of Instructional Materials for 2025-2026 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent of Educational Services, and the Director of School Performance & Student Outcomes, that the Board of Trustees set the date of Wednesday, October 15, 2025, for a public hearing on the Sufficiency of Instructional Materials for 2025-2026.

C.4. Approval of Change Order No. 001 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 for the Modernization Project at Ritchen Elementary School, for various unforeseen field conditions during Phase I construction, in the amount of \$78,414.47, to be paid out of Measure I Bond Funds 215.

C.5. Approval of Change Order No. 001 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order No. 001 for the Modernization Project at McAuliffe Elementary School, for various Potential Change Orders, in the amount of \$295,836.12, to be paid out of Measure I Bond Funds 215.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Agreement #25-137, Certified Education Consultants, Inc. DBA Writing by Design (Fox/Anguiano)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-137 with Certified Education Consultants, Inc. DBA Writing by Design, to provide a 4-hour, in-person orientation designed for all teachers at Kamala and Driffill Schools to ensure the effective implementation of the Writing by Design (WBD) curriculum, October 13, 2025, in the amount of \$4,500.00, to be paid out of LCFF Funds.

C.7. Approval of Agreement #25-140 – California School Boards Association (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #25-140 with California School Boards Association, to provide a facilitator to conduct governance sessions focused on the Governance Handbook and the evaluation of the Superintendent, October 9, 2025 through May 13, 2026, in the amount of \$6,600.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

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

C.8. Ratification of Agreement #25-139 – HopSkipDrive, Inc. (Pifko/Galván)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #25-139 with HopSkipDrive, Inc., to provide supplemental transportation services upon request, July 1, 2025 through June 30, 2026, in the amount not to exceed \$110,000.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1. Approval of Agreement #25-138 Memorandum of Understanding/Side Letter (MOU) with the California School Employees Association, Chapter 272 (CSEA) regarding Anniversary Increments (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-138, MOU/Side Letter between the District and CSEA regarding Anniversary Increments, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading - Revisions to BP/AR 5145.3 Nondiscrimination /Harassment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP/AR 5145.3 Nondiscrimination /Harassment, as presented for First Reading. The revised policies will be presented for a Second Reading and Adoption at the October 15, 2025, regular Board meeting.

F.2. First Reading – Revisions to BP/AR 5145.7: Sexual Harassment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP/AR 5145.7 Sexual Harassment, as presented for First Reading. The revised policies will be presented for a Second Reading and Adoption at the October 15, 2025, regular Board meeting.

F.3. First Reading – Revisions to AR/Exhibit 5145.71: Title IX Sexual Harassment Complaint Procedures (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to AR/Exhibit 5145.71: Title IX Sexual Harassment Complaint Procedures, as presented for First Reading. The revised policies will be presented for a Second Reading and Adoption at the October 15, 2025, regular Board meeting.

F.4. Second Reading and Adoption – Revisions to BP/AR 1240 Volunteer Assistance (Revised) (Carroll)

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

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.5. Second Reading and Adoption – Revisions to BP/AR 1312.3: Uniform Complaint Procedures (Carroll)

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.6. Second Reading and Adoption - Revisions to AR 3512 Equipment (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees adopt the revisions to AR 3512 Equipment, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.7. Second Reading and Adoption – Revisions to BP/AR 4030: Nondiscrimination in Employment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP/AR 4030: Nondiscrimination in Employment, as presented for Second Reading.

Board Discussion:
Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

F.8. Second Reading and Adoption – Revisions to BP 4033: Lactation Accommodation (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP 4033 Lactation Accommodation, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.9. Second Reading and Adoption-Revisions to Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process (Fox/Nocero)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP/AR 5144.1 Suspension and Expulsion/Due Process, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.10. Second Reading and Adoption - Revisions to Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments (Fox/Nocero)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP/AR 5131.7 Weapons and Dangerous Instruments, as presented for Second Reading.

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 ____

F.11. Second Reading and Adoption - Revisions to Board Policy BP/AR 5132 Dress and Grooming (Fox/Nocero)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP/AR 5132 Dress and Grooming, as presented for Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

G.1. Future Agenda Items (DeGenna)

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

<u>Item</u>	<u>Proposed Meeting Date</u>
Discussion of public comments process	10/9/25 (Special)
Board Rotation	10/9/25 (Special)
Discussion of Talent Search program	10/15/25
Hiring Practices/Processes	11/5/25
Issues with Parking at Sites	11/5/25
Recognition of Teacher Activities with Non-Profits	12/17/25
Study Session on Ethnic Studies	01/2026
Discussion of District Logo	01/2026
General Discussion of Reading Programs	TBD
Process for Naming Schools	TBD

G.2. Superintendent's Report (3 minutes)

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

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

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

G.4. ADJOURNMENT

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, September 26, 2025.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 2025

Agenda Section: Section A: Presentation

Adoption of Resolution #25-09 in Celebration of National Hispanic Heritage Month (DeGenna)

National Hispanic Heritage Month, observed each year from September 15 through October 15, honors the rich histories, diverse cultures, and lasting contributions of Latino and Hispanic peoples across the United States. Resolution #25-09 in Celebration of National Hispanic Heritage Month is presented herewith for the Board's adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #25-09 in Celebration of National Hispanic Heritage Month, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #25-09 \(1 page\)](#)

[Resolution #25-09 - Spanish \(1 page\)](#)



RESOLUTION NO. 25-09
OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES
IN CELEBRATION OF NATIONAL HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is observed annually from September 15 to October 15, honoring the histories, cultures, and contributions of Americans whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, the Oxnard School District acknowledges the profound contributions of Hispanic and Latino leaders, educators, artists, scientists, civil rights advocates, and community builders who have advanced equity, opportunity, and justice in education and beyond; and

WHEREAS, Hispanic and Latino students make up a significant portion of our district’s community, and it is our responsibility to provide equitable access to high-quality education that affirms cultural identity, honors heritage, and prepares all students for college, career, and life; and

WHEREAS, nationally, leaders such as Justice Sonia Sotomayor, the first Latina Supreme Court Justice, Dr. Ellen Ochoa, the first Latina astronaut and former director of NASA’s Johnson Space Center, and César Chávez and Dolores Huerta, co-founders of the United Farm Workers, have inspired generations through their work for justice, representation, and equal opportunity; and

WHEREAS, locally, leaders such as Juan Lagunas Soria, a Ventura County advocate for bilingual and migrant students whose legacy continues through the Juan Lagunas Soria Elementary School, Dr. Manuel López, former mayor of Oxnard and education advocate, and community organizations that have advanced equity, access, and empowerment; and

WHEREAS, the Oxnard School District reaffirms its commitment to closing opportunity gaps, dismantling barriers to achievement, and ensuring that every student—regardless of language background, immigration status, or socioeconomic circumstances—can thrive academically and socially; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District does hereby recognize September 15 through October 15, 2025, as National Hispanic Heritage Month and commits to celebrating the contributions of Hispanic and Latino communities through culturally relevant curriculum, inclusive practices, and district-wide events that uplift educational equity; and

BE IT FURTHER RESOLVED, that the Oxnard School District honors the legacy of past and present Hispanic and Latino leaders and pledges to continue creating pathways of excellence and opportunity for future generations.

Adopted this 1st day of October 2025, by the Board of Trustees of the Oxnard School District.



President, Board of Trustees



Clerk, Board of Trustees



Member, Board of Trustees



Member, Board of Trustees



Member, Board of Trustees



RESOLUCIÓN NO. 25 - 09
EL CONSEJO DIRECTIVO DEL DISTRITO ESCOLAR DE OXNARD
EN CELEBRACIÓN DEL MES NACIONAL DE LA HERENCIA HISPANA

CONSIDERANDO QUE, el Mes de la Herencia Hispana se celebra anualmente del 15 de septiembre al 15 de octubre, en honor de las historias, culturas y contribuciones de estadounidenses cuyos ancestros vinieron de España, México, el Caribe, Centroamérica y Sudamérica; y

CONSIDERANDO QUE, el Distrito Escolar de Oxnard reconoce las profundas contribuciones de los líderes, educadores, artistas, científicos, defensores de los derechos civiles y creadores de comunidad hispanos y latinos que han promovido la equidad, la oportunidad y la justicia en la educación, y otras áreas; y

CONSIDERANDO QUE, los estudiantes latinos e hispanos conforman una porción importante de la comunidad de nuestro distrito y que es nuestra responsabilidad proveer acceso equitativo a una educación de alta calidad que afirme la identidad cultural, honre el patrimonio cultural y prepare a los estudiantes para la universidad, carreras profesionales y la vida; y

CONSIDERANDO QUE, a nivel nacional, líderes como la Jueza Sonia Sotomayor, primera jueza latina de la Corte Suprema de Justicia, la Dra. Ellen Ochoa, primera latina astronauta y antigua directora del Centro Espacial Johnson de la NASA, y César Chávez y Dolores Huerta, cofundadores de la Asociación de Agricultores Unidos, han inspirado a generaciones a través de su trabajo por la justicia, representación e igualdad de oportunidades; y

CONSIDERANDO QUE, localmente, líderes como Juan Lagunas Soria, un defensor de los derechos de los estudiantes bilingües y migrantes de Ventura, cuyo legado continúa a través de la Escuela Primaria Juan Lagunas Soria, el Dr. Manuel Lopez, antiguo alcalde de Oxnard y defensor de la educación, y organizaciones comunitarias que han fomentado la equidad del acceso y empoderamiento; y

CONSIDERANDO QUE, el Distrito escolar de Oxnard reafirma su compromiso con cerrar las brechas de oportunidad, eliminar las barreras para el desempeño y asegurar que cada estudiante —sin importar sus antecedentes lingüísticos, estatus migratorio o circunstancias socioeconómicas— pueda progresar académica y socialmente;

POR LO TANTO, SE RESUELVE, que el Consejo Directivo del Distrito Escolar de Oxnard, mediante la presente reconozca el mes del 15 de septiembre al 15 de octubre de 2025 como el Mes de la Herencia Hispana y se comprometa a celebrar las contribuciones de las comunidades hispanas y latinas a través de un currículo culturalmente relevante, prácticas inclusivas y eventos en todo el Distrito que celebren la equidad en la educación; y

ADEMÁS, SE RESUELVE, que el Distrito Escolar de Oxnard honre el legado de líderes hispanos y latinos pasados y presentes con el fin de continuar creando trayectorias de excelencia y oportunidad para las generaciones futuras.

APROBADA Y ADOPTADA el 1ro. de octubre de 2025, por el Consejo Directivo del Distrito Escolar de Oxnard.



Presidenta, Consejo Directivo



Secretario, Consejo Directivo



Miembro, Consejo Directivo



Miembro, Consejo Directivo



Miembro, Consejo Directivo

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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: October 01, 2025

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- 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. Consider the Request to Expel Student

- Case No. 25-01 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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: October 01, 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: October 01, 2025

Agenda Section: Section A: Preliminary

Update on Immigration Impact (DeGenna)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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: October 01, 2025

Agenda Section: Section B: Hearing

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [District Sunshine Letter to OEA \(2 pages\)](#)
[OEA Sunshine Letter 25.26_2 \(2 pages\)](#)



OXNARD SCHOOL DISTRICT

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HUMAN RESOURCES

September 2, 2025

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

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

Dear President Robles-Solis,

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

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

Dr. Scott Carroll, Assistant Superintendent, Human Resources
Dr. Aracely Fox, Assistant Superintendent, Educational Services
Ms. Kristen Pifko, Assistant Superintendent, Business Services
Allison Cordes, Director, Human Resources
Tyler Higa, Principal, Frank Academy
Erika Ragan, Principal, McKinna School

The District plans to negotiate the following two articles:

- Article XI: Working Hours
- Article VI: Leaves of Absence

Mutually agreed Articles per current OSD-OEA agreement, Article XIX: (Salaries), Article XX: (Employee Benefits), Article XXVIII: (Term), and Article XXXII: (Special Education) will also be negotiated.

Pursuant to Article XXVIII, Term of Agreement, the current OEA collective bargaining is in effect until June 30, 2025, and from year-to-year thereafter, unless either party submits a request to the other to terminate, modify, or amend the agreement. If either party wishes to negotiate changes to this Agreement, it shall submit its request and initial proposal to the other party, no later than November 1st of each year.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The public hearing and consideration of OEA's and the District's initial proposals is scheduled for the October 1, 2025, Board Meeting.

Respectfully,

Dr. Scott Carroll
Assistant Superintendent, Human Resources

CC: Dr. Anabolena DeGenna, Superintendent
Allison Cordes, Director, Certificated Human Resources
Kristen Pifko, Assistant Superintendent, Business & Fiscal Services
Stacie Thurman, President, Oxnard Educators Association

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

September 11, 2025

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

Dear Superintendent DeGenna,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2025–2026 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Claudia Andrade, Bargaining Chair
Oxnard Educators Association

Enclosure:

cc: Dr. Scott Carroll, Asst. Superintendent Human Resources
Human Resources and Support Services
Wes Davis, CTA Uniserv Staff
Stacie Thurman, OEA President

**OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2025-2026**

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article XIII: Calendar (mutual)
2. Article XIX: Salaries (mutual)
3. Article XX: Employee Benefits (mutual)
4. Article XXXII: Special Education (mutual)
5. Article XXVII: Term (mutual)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Carroll/Fuentes)

Establishment

A five hour forty-five minute 183-day Paraeducator Special Education position number 13338 to be established at Soria School. This position will be established per contract and to assist with the classroom needs.

A five hour forty-five minute 183-day Paraeducator Special Education position number 13343 to be established at Driffill/McKinna Schools. This position will be established per contract and to assist with the classroom needs.

A five hour forty-five minute 183-day Paraeducator Special Education position number 13341 to be established at Ritchen School. This position will be established per contract and to assist with the classroom needs.

An eight hour 183-day Speech Language Pathology Assistant position number 13351 to be established at Driffill School. This position will be established to support the PASS Team Hub at Driffill.

FISCAL IMPACT:

Cost for 2 Paraeducator Special Education positions \$91,058.04 Unrestricted funds (Establish positions)

Cost for 1 Paraeducator Special Education positions \$42,529.02 SPED funds (Establish position)

Cost for 1 Speech Language Pathology Assistant position \$100,501.00 SPED funds (Establish position)

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Items 10.01.25 \(2 pgs\).pdf](#)
[Certificated Personnel Items 10.01.25 \(1 pg\).pdf](#)

New Hires

Baltazar Montes, Gildardo	Paraeducator General Education, Elm School 6 hrs./183 days	09/02/2025
Brown, Dominic C	Paraeducator General Education, Lemonwood School 6 hrs./183 days	09/02/2025
Cabral, Aurora	Paraeducator General Education, Harrington School 6 hrs./183 days	09/02/2025
Camarena, Alexis K	Paraeducator General Education, Lemonwood School 6 hrs./183 days	09/02/2025
Castellanos, Gia A	Paraeducator General Education, Sierra Linda School 6 hrs./183 days	09/02/2025
Castro, Jennie F	Paraeducator General Education, McKinna School 6 hrs./183 days	09/02/2025
Escobar, Cassandra	Campus Assistant, Lemonwood School 5.75 hrs./180 days	09/11/2025
Gomez, Luiz C	Custodian, Marina West School 5 hrs./245 days	09/05/2025
Gonzalez, Natalie A	Campus Assistant, Curren School 5.75 hrs./180 days	08/25/2025
Gonzalez Lopez, Anacelia	Custodian, Kamala School 5 hrs./245 days	09/02/2025
Jackson, Robert W	Custodian, Facilities 8 hrs./245 days	09/05/2025
Jacobo, Guadalupe	Paraeducator General Education, Pupil Services 5.75 hrs./183 days	09/15/2025
Ledesma, Grecia	Speech Language Pathology Assistant, San Miguel School 8 hrs./183 days	09/02/2025
Mendez, Jordan N	Paraeducator General Education, McKinna School 6 hrs./183 days	09/02/2025
Miller, Jerry L	Campus Assistant, Lopez Academy 5.75 hrs./180 days	08/26/2025
Perez, Kaleah N	Paraeducator General Education, Marina West School 6 hrs./183 days	08/26/2025
Perez, Marina	Paraeducator General Education, Elm School 6 hrs./183 days	09/03/2025
Placencia, Amy I	Paraeducator General Education, Sierra Linda School 6 hrs./183 days	09/02/2025
Prado, Ricardo D	Paraeducator General Education, Elm School 6 hrs./183 days	09/08/2025
Ramirez, Wendy	Paraeducator General Education, Sierra Linda School 6 hrs./183 days	09/02/2025
Rangel, Crystal M	Paraeducator General Education, Rose Avenue School 6 hrs./183 days	09/02/2025
Serena Leyva, Adrian	Custodian, Facilities 8 hrs./245 days	09/15/2025
Tandingan, Rachel J	Paraeducator General Education, Brekke School 6 hrs./183 days	09/02/2025
Tena-Ortiz, Itzel	Paraeducator General Education, Rose Avenue School 4 hrs./183 days	09/02/2025
Vaca-Boyd, Jasmine R	Paraeducator General Education, Fremont Academy 5.75 hrs./183 days	09/02/2025
Villegas, Paola	Paraeducator General Education, McKinna School 6 hrs./183 days	09/02/2025

Limited Term/Substitutes

Alcantar, Trinity Z	Paraeducator (Substitute)	08/27/2025
Arroyo, Guadalupe	Paraeducator (Substitute)	09/05/2025
Bowles, Allison M	Paraeducator (Substitute)	09/05/2025
Calderon, Elvia A	Paraeducator (Substitute)	09/05/2025
Cardenas, Jazlyn	Paraeducator (Substitute)	09/05/2025
Carrillo, Tereze	Paraeducator (Substitute)	09/08/2025
Castro, Jennie F	Paraeducator (Substitute)	08/18/2025
Duran, Itzel T	Paraeducator (Substitute)	09/05/2025
Griffin, Kaylah L	Campus Assistant (Substitute)	08/28/2025
Larios-Cervantes, Jassmine	Paraeducator (Substitute)	09/09/2025
Perez, Kaleah N	Paraeducator (Substitute)	08/18/2025
Tena-Ortiz, Itzel	Paraeducator (Substitute)	08/28/2025
Vargas, Sirena N	Paraeducator (Substitute)	09/05/2025

Probation Release

13074	Campus Assistant - 5.75 hrs./180 days	09/08/2025
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Resignations

De Loera, Candelaria N	Risk Management Specialist, Risk Management 8 hrs./245 days	09/05/2025
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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

Aranzazu, Rachelle	Intervention Service Provider, McKinna	2025/2026 School Year
Becking, Irene	Intervention Service Provider, Ramona	2025/2026 School Year
Fuchsman, Jacob	Intervention Service Provider, Frank	2025/2026 School Year
Haavaldsen, Lynne	Intervention Service Provider, Sierra Linda	2025/2026 School Year
Martinez, Mayra	Intervention Service Provider, Rose Ave	2025/2026 School Year
McMurray, Jennifer	Intervention Service Provider, Marshall	2025/2026 School Year
Otani, Anthony	Intervention Service Provider, Brekke	2025/2026 School Year
Seargeant, Carolyn	Intervention Service Provider, Soria	2025/2026 School Year
Stockton, Amelia	Intervention Service Provider, Kamala	2025/2026 School Year
Vanasse, Roberta	Intervention Service Provider, Brekke	2025/2026 School Year

Gonzales, Manny	Substitute Teacher	2025/2026 School Year
Herrera Camacho, Elizabet	Substitute Teacher	2025/2026 School Year
Jimenez, Nadia	Substitute Teacher	2025/2026 School Year
Macias, Alejandro	Substitute Teacher	2025/2026 School Year
Mantor, Rachel	Substitute Teacher	2025/2026 School Year
Martison, Tracy	Substitute Teacher	2025/2026 School Year
McCurtis, Olympia	Substitute Teacher	2025/2026 School Year
Mercier, Celine	Substitute Teacher	2025/2026 School Year
Perez, Marilyn	Substitute Teacher	2025/2026 School Year
Pichardo, Ashley	Substitute Teacher	2025/2026 School Year

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 01, 2025

Agenda Section: Section C: Consent Agenda

Setting of Date for Public Hearing-Sufficiency of Instructional Materials for 2025-2026 (Fox/Thomas)

It is appropriate that the Board of Trustees set the date of Wednesday, October 15, 2025 for a public hearing on the Sufficiency of Instructional Materials for 2025-2026. The requirements of Education Code 60119 state that a public hearing must be held on or before the 8th week of school, and which did not take place during or immediately following school hours.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and the Director of School Performance & Student Outcomes, that the Board of Trustees set the date of Wednesday, October 15, 2025, for a public hearing on the Sufficiency of Instructional Materials for 2025-2026.

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing-English 25-26 \(1 pg\)](#)
[Notice of Public Hearing-Spanish 25-26 \(1 pg\)](#)



OXNARD SCHOOL DISTRICT

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PUBLIC HEARING NOTICE

Oxnard School District Sufficiency of Instructional Materials (2025-2026)

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on October 15, 2025, at 7:00 p.m. in the Oxnard School District Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the public hearing will be to receive comments to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the resolution presented stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Mission: IGNITE • TRANSFORM • NURTURE • EMBRACE

*Posting Location(s): District Website, District Office & All Schools
Posting Date(s): October 2, 2025*



DISTRITO ESCOLAR DE OXNARD

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

AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar De Oxnard Suficiencia de Materiales Didácticos (2025-2026)

TÉNGASE POR NOTIFICADO que el Distrito Escolar de Oxnard tiene la intención de conducir una audiencia pública en la reunión ordinaria del Consejo Directivo Escolar, el día 15 de octubre del 2025 a las 7:00 p.m. en la Sala de Reuniones de la Oficina del Distrito Escolar, ubicada en 1051 South A Street, Oxnard, CA 93030. El propósito de la Audiencia Pública será recibir comentarios para determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas.

SÍRVASE ADEMÁS TOMAR EN CUENTA que después de la Audiencia Pública, el Consejo Directivo del Distrito Escolar de Oxnard considerará la adopción de la resolución presentada que determina que cada alumno en el distrito cuenta con los suficientes libros de texto o materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

Misión: ENCENDER · TRANSFORMAR · FOMENTAR · ADOPTAR

Ubicación(es) de Publicación: Página Web del Distrito, Distrito & Escuelas

Fecha(s) de Publicación: 2 de octubre de 2025

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 01, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Change Order No. 001 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School (Pifko/Bennett/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.

On September 18, 2024, the Board entered into an agreement with Edwards to serve as the Lease-Leaseback Contractor for the project.

On November 20, 2024, the Board approved Amendment No. 001 to Construction Services Agreement #24-115.

The purpose of Change Order No. 001 is to provide funds for the project for the various unforeseen field conditions during Phase I construction.

FISCAL IMPACT:

\$78,414.47 – Measure I Bond Funds 215

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #001 for the Modernization Project at Ritchen Elementary School in the amount of \$78,414.47.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 001 \(26 Pages\)](#)

[Amendment #001 \(25 Pages\)](#)

[Agreement #24-115, Edwards Construction Group \(78 Pages\)](#)



CHANGE ORDER #1

Date: 10/01/2025

Change Order NO. 001

PROJECT: Ritchen ES Modernization Project
O.S.D. BID No. N/A
O.S.D. Agreement No. 24-115

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

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

CONTRACTOR: Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, CA 93420
Attn: Mr. Brad Edwards

Architects Proj. No.: 12392
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-121078

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.....	\$	6,398,235.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$	0.00
ADJUSTED CONTRACT SUM.....	\$	6,398,235.00
NET CHANGE	\$	78,414.47

Total Change Orders to Date:	\$	78,414.47
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 01.....	\$	6,476,649.47

Anticipated Commencement Date.....

Actual Commencement Date:

Original Completion Date:08/30/26

Original Contract Time:328 Calendar Days

Time Extension for all Previous Change Orders:0 Calendar Days

Time Extension for this Change Order:0 Calendar Days

Adjusted Completion Date:08/30/26

Percentage0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #04: RFI-025 Mold at Casework	\$29,794.20			
2.	PCO #009: Mold Issues Repairs	\$22,073.32			
3.	PCO #023: RFI #18: Floor Surface Pop Out	\$24,950.25			
4.	PCO #34: Smith Plumbing 7/11/25 Premium OT (Hydronic)	\$1,596.70			
	Totals	\$78,414.47	\$ 0.00	\$ 0.00	\$ 0.00

Total Change Order No. 001\$ \$78,414.47

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED)

BOARD APPROVAL

DATE: _____

ASST.SUPT/PURCHASING DIRECTOR: _____

DATE: _____



Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritchen Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #004: RFI-025: Mold at Casework

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI-025: Mold at Casework

CHANGE REASON: Existing Condition

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

RFI-025: Mold at Casework

Provide all labor, materials, and equipment for the removal/remediation of the mold in the classrooms for phase 1. The work includes rooms 174, 177, 178, 179, 180, 186.

This change order does not include any cost related replacement of framing and/or drywall. A subsequent change order will be provided once the scope of the replacement is confirmed.

ATTACHMENTS:

CVE Labor Breakdown.pdf , Equipment Breakdown (1).pdf , Materials Breakown (1).pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes a subtotal and grand total of \$29,794.20.

Ruben Ruiz (Arcadis)

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553 DVBE#1751000

Labor Breakdown

May 1, 2025

Matthew Hernandez

matthew@weareedwards.com

Edwards Construction Group
3160 Telegraph Road
Suite 202
Ventura, CA 93003

Central Valley Environmental is pleased to provide the following proposal to furnish supervision, labor, and materials to perform the following scope of work at:

Ritchen ES-Mold Abatement

1.	<u>Labor 136 Hrs X 90.45=</u>	<u>\$12,301.20</u>
2.	<u>OT 10.30 hrs X \$112.40 =</u>	<u>\$1,157.72</u>
	<u>Materials =</u>	<u>\$7,394.05</u>
4.	<u>Equipment=</u>	<u>\$3,697.03</u>
5.	<u>Disposal=</u>	<u>\$850.00</u>

Total \$25,400 + Profit/Margin %10 = \$27,940

*All mold work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Excludes third party mold clearance. Once clearance has been achieved CVE will re mobilize to tear down and remove equipment.
3. Includes prevailing wage rates.
4. Excludes trained work force requirements.
5. Due to unforeseen mold growth once walls are open, additional removal might be required which can result in a change order. Any additional work will be notified to GC prior to removal.



CENTRAL VALLEY ENVIRONMENTAL

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North Bay-135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553 DVBE#1751000

Labor Breakdown

Total **\$27,940.00**

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay- 135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR’S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#100001553 DVBE#1751000

Labor Breakdown

Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2025

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**



CENTRAL VALLEY ENVIRONMENTAL

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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553 DVBE#1751000

Labor Breakdown

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

Gregp@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email Gregp@cvecorp.com

You may also call 559-222-1122 with any questions or concerns.

Project Name _____

• What type of project is this? (circle one) Private Public Federal

If a public or federal project, is there a payment bond? (Circle one) Yes No

If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____



CENTRAL VALLEY ENVIRONMENTAL

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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553 DVBE#1751000

Labor Breakdown

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.

Owner's Name:

Contact Name (First & Last) _____

Owner's mailing address: _____

Owner's Telephone _____

Owner's Tax ID Number: _____

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal



CENTRAL VALLEY ENVIRONMENTAL

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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553 DVBE#1751000

Labor Breakdown

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.
All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
 DIR Reg#1000001553 DVBE#1751000

Equipment Breakdown- Ritche ES

July 16, 2025

Equipment	Itemized Equipment Qty	Cost Breakdown Daily Rate (per unit)	Days Used	Subtotal
Inline 700 CFM Negative Air Machine	7	\$47.05	4	\$1,316.98
Euroclean GD930 HEPA Vacuum	3	\$69.58	4	\$834.96
Graco 390 PC Stand Sprayer	2	\$193.07	4	\$1,545.09
Total Equipment Cost				\$3,697.03



Los Angeles Houston
 San Francisco Orlando
 Seattle New York
 Denver Boston
 Atlanta Dallas
 Detroit

REMIT TO:
 Inline Distributing Company
 14093 Balboa Blvd.
 Sylmar, CA 91342
 P: 818.768.3333/ inlineco.com

INVOICE			
INVOICE NO.	PAGE	INVOICE DATE	CUST NO.
1459073-00	1 of 3	02/26/25	8007
CUSTOMER PO		PO DATE	UPC
10-25-0103			000000
***** DELIVERY INSTRUCTIONS *****			
DELIVER ASAP			

SHIP TO:

BILL TO:
 CENTRAL VALLEY ENVIRONMENTAL
 4263 N. SELLAND AVENUE
 FRESNO, CA 93722-7803

CENTRAL VALLEY ENVIRONMENTAL 4263 N.
 SELLAND AVENUE FRESNO, CA 93722-7803

INLINE JOB# 996

		DATE SHIPPED	SHIP VIA	SHIP POINT		SALESPERSON		TERMS	
			IDC	Inline - Sylmar Div 1		3000		Net 30	
LINE	ITEM #	DESCRIPTION/COMMENTS		U/M	QTY ORDERED	BACK ORDERED	QTY SHIPPED	UNIT PRICE	AMOUNT
1	880010	INLINE 48MM RED DUCT TAPE 24RL/CS 27CS/PLT 11 MIL/MOQ:54CS *AC34*		CS	3	0	3	210.00	630.00
2	880035	INLINE 48MM BLUE (24/CS) PAINTERS TAPE 14 DAY 80CS/PLT 5.4MIL		CS	2	0	2	207.00	414.00
3	400015	ZIPUP 2.75"X7' ZIPPER 2/PK 25PK/CS 36 CS/PLT		PR	25	0	25	15.00	375.00
4	660044	6 MIL 12 X 100 CLR POLY		RL	7	0	7	55.00	385.00
5	650019	SIGN MICROBIAL HAZARD 11X17 RED & BLACK ENG 100/PKG		EA	100	0	100	0.40	40.00
6	650020	SIGN PELIGRO MOJO 11X17 RED BLACK SPANISH		ea	100	0	100	0.40	40.00
7	660079	6 MIL 30X40 CLEAR NO PRINT BAG 100/RL		RL	3	0	3	90.00	270.00
8	220069	3M 2091 P100 FILTER 2/PK 50PK/CS 2091/07000 100/CS		PR	50	0	50	15.00	750.00
9	220005	NORTH ORGANIC/HEPA FILTER 12PR/24EA/CS 81D (7581P100L)		PR	12	0	12	28.00	336.00
10	330014	GREY GLOVE LRG W/ BLUE DOUBLE DIP 120/CS		PR	120	0	120	3.25	390.00
11	550068	CREWS BEARKAT SAFETY GLASSES CLEAR LENS 12/BX		EA	144	0	144	3.00	432.00
12	330017	GREEN NITRILE UNLINED GLOVE - XL 11 MIL		PR	144	0	144	3.50	504.00
13	440045	MICROPOROUS 3XL SUIT WITH HOOD & BOOT		CS	2	0	2	140.00	280.00
LINES TOTAL		# LINES NOT SHIPPED	WEIGHT			ORDER VALUE			

*** FOR CHEMICAL EMERGENCY CALL (800) 424-9300 ***

** PLUS TAXES AND APPLICABLE SHIPPING CHARGES **
 ** SUBJECT TO TERMS CONTAINED IN THE CREDIT APP **



INV



1459073-00



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 Denver Boston
 Atlanta Dallas
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 Sylmar, CA 91342
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INVOICE			
INVOICE NO.	PAGE	INVOICE DATE	CUST NO.
1459073-00	2 of 3	02/28/25	8007
CUSTOMER PO		PO DATE	UPC
10-25-0103			000000
***** DELIVERY INSTRUCTIONS *****			
DELIVER ASAP			

BILL TO:
 CENTRAL VALLEY ENVIRONMENTAL
 4263 N. SELLAND AVENUE
 FRESNO, CA 93722-7803

SHIP TO:

CENTRAL VALLEY ENVIRONMENTAL 4263 N.
 SELLAND AVENUE FRESNO, CA 93722-7803

INLINE JOB# 996

		DATE SHIPPED	SHIP VIA	SHIP POINT			SALESPERSON		TERMS
			IDC	Inline - Sylmar Div 1			3000		Net 30
LINE	ITEM #	DESCRIPTION/COMMENTS		U/M	QTY ORDERED	BACK ORDERED	QTY SHIPPED	UNIT PRICE	AMOUNT
		25/CS							
14	340016	CHAPIN 3 GAL PLASTIC SPRAYER #20003 41 EA/PLT		EA	3	0	3	45.00	135.00
15	800911	RMR SOLUTIONS RMR 86 PRO MOLD STAIN REMOVER 1G - 4 1G/CS - 144 1G/PLT		CS	3	0	3	170.00	510.00
16	800002	FIBERLOCK FIBERSET PM CLEAR ENCAP 5 GAL 7475 36/PLT		5G	2	0	2	85.00	170.00
17	770010	COLOR KNIT MIX RAGS 50LB/BX 24BX/PLT		BX	2	0	2	59.00	118.00
18	280020	S/S WIRE TOOTH BRUSH RED 50/BX OR 100/BX		EA	100	0	100	2.80	280.00
19	280019	CARBON 3X19 STEEL BRUSH WOOD HANDLE 12/BX		EA	12	0	12	2.50	30.00
20	280230	22" MOSS FOAM SQUEEGEE METAL FRAME 10EA/CS		EA	10	0	10	9.00	90.00
21	280009	30" MOSS FOAM SQUEEGEE METAL FRAME 6EA/CS		EA	6	0	6	19.00	114.00
22	280011	60" TAPERED HANDLE FOR SQUEEGEE #LB210		EA	16	0	16	7.00	112.00
23	050034	16X16 PRE FILTER PAD 50/CS 18CS/PLT		CS	2	0	2	60.00	120.00
24	050041	16X16X1 RING PANEL FILTER 24/CS 36 CS/PLT		CS	2	0	2	97.00	194.00
LINES TOTAL		# LINES NOT SHIPPED	WEIGHT				ORDER VALUE		

*** FOR CHEMICAL EMERGENCY CALL (800) 424-9300 ***

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 4263 N. SELLAND AVENUE
 FRESNO, CA 93722-7803

SHIP TO:

CENTRAL VALLEY ENVIRONMENTAL 4263 N.
 SELLAND AVENUE FRESNO, CA 93722-7803

INLINE JOB# 996

		DATE SHIPPED	SHIP VIA	SHIP POINT			SALESPERSON		TERMS	
			IDC	Inline - Sylmar Div 1			3000		Net 30	
LINE	ITEM #	DESCRIPTION/COMMENTS			U/M	QTY ORDERED	BACK ORDERED	QTY SHIPPED	UNIT PRICE	AMOUNT
								Total		6719.00
								\$45 Delivery Chrg		45.00
								Taxes		625.73
								Invoice Total		7389.73
LINES TOTAL		24	# LINES NOT SHIPPED	WEIGHT	1033.09200		ORDER VALUE	7389.73		

*** FOR CHEMICAL EMERGENCY CALL (800) 424-9300 ***

** PLUS TAXES AND APPLICABLE SHIPPING CHARGES **
 ** SUBJECT TO TERMS CONTAINED IN THE CREDIT APP **



INV



1459073-00



Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritchen Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #009: Mold Issues Repairs

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Mold Issues Repairs

CHANGE REASON: Existing Condition

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

Mold Issues Repairs

Provide all labor, materials, and equipment to complete the repairs at areas where moldy drywall abatement occurred in rooms 174, 177, 178, 179, 180, 186.

Includes termite damage repair, moisture resistant drywall, and dehumidifier rental/labor

ATTACHMENTS:

Phase 1- CO #2.pdf , 20250314123130_002 (1).pdf , 20250314123130_001.pdf , COR-RCM for Ritchen Elementary termite damage install blocks (1).pdf , PCO 9 ECG Labor .pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes line items for Gypsum Board, Carpentry, Equipment, and Labor, plus a summary section for Subtotal and Grand Total.

Ruben Ruiz (Arcadis)

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To: Eric Marlow

Company: Edwards Construction Group

Fax:

From: David Garcia

Date: 3/14/2025

Project: Ritchen ES

Page: 2

CO #2 Description of work: Additional pricing to overlay water resistant gypsumboard per GC's request, and provided pdf. Tape and finish to level 4. Refer to RFI 035.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of work: Additional pricing to overlay water resistant gypsumboard per GC's request, and provided pdf. Tape and finish to level 4. Refer to RFI 035.

Labor:	\$ 14,720.00
Material & Equip:	\$ 1,414.84
Overhead/Profit 10%:	\$ 1,613.48
	\$ 17,748.32

For which an add of **\$ 17,748.32** is made to contract price and an additional (9) work days is added to scope.

CHANGE AUTHORIZED BY:
Signed _____

CONFIDENTIAL



STORE 1040 Oxnard
401 W Esplandade Dr
Oxnard, CA 93036
(805)278-3770

CONTRACT #: 323136

Status: CLOSED

ERIC MARLOW
115 CROCKER STREET
TEMPLETON, CA 93465
(530) 687-2488

Receipt #1 for rooms 174,177,178

Rental Center Hours

MON 6A- 8P TUE 6A- 8P WED 6A- 8P THU 6A- 8P FRI 6A- 8P SAT 6A- 8P SUN 7A- 8P

ACTUAL DURATION

2 Days, 22 Hours, 7 Minutes

Deposit Trans: Register #: 90 Transaction #: 73644 Date: 03/11/25 eDeposit #: 1040250311073535532313605
Charge Trans: Register #: 90 Transaction #: 78908 Date: 03/14/25 eDeposit #: 1040250311073535532313605

Customer Name: ERIC MARLOW
Date Out: 03/11/2025 - 10:53 AM
Date Due: 03/14/2025 - 3:03 PM
Date In: 03/14/2025 - 9:01 AM

Tool Description	Charges	Amount
Dehumidifier 18 G/Day (10-138-13480)	Tool Rental Fee	\$195.00
	SubTotal	\$195.00
Dehumidifier 18 G/Day (10-138-14807)	Tool Rental Fee	\$195.00
	SubTotal	\$195.00
Dehumidifier 18 G/Day (10-138-3492139)	Tool Rental Fee	\$195.00
	SubTotal	\$195.00

Rental Subtotal	\$585.00
Damage Protection*	\$87.75
Sales Tax	\$54.11
Contract Total	\$726.86
Deposit - PAID 03/11/25 (AMERICAN EXPRESS ending 2143)	\$300.00
Balance Charged (AMERICAN EXPRESS ending 2143)	\$426.86
Outstanding Balance	\$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.



STORE 1040 Oxnard
401 W Esplandade Dr
Oxnard, CA 93036
(805)278-3770

CONTRACT #: 323135

Status: CLOSED

ERIC MARLOW
115 CROCKER STREET
TEMPLETON, CA 93465
(530) 687-2488

Receipt #2 for rooms 179,180,186

Rental Center Hours

MON 6A- 8P TUE 6A- 8P WED 6A- 8P THU 6A- 8P FRI 6A- 8P SAT 6A- 8P SUN 7A- 8P

ACTUAL DURATION

2 Days, 22 Hours, 16 Minutes

Deposit Trans: Register #: 90 Transaction #: 73636 Date: 03/11/25 eDeposit #: 1040250311073435632313506
Charge Trans: Register #: 90 Transaction #: 78890 Date: 03/14/25 eDeposit #: 1040250311073435632313506

Customer Name: ERIC MARLOW Date Out: 03/11/2025 - 10:43 AM
Date Due: 03/14/2025 - 3:00 PM
Date In: 03/14/2025 - 9:00 AM

Tool Description	Charges	Amount
Dehumidifier 18 G/Day (10-138-14881)	Tool Rental Fee	\$195.00
	SubTotal	\$195.00
PRO Dehumidifier 29 G/Day (10-338-03437)	Tool Rental Fee	\$285.00
	SubTotal	\$285.00
PRO Dehumidifier 29 G/Day (10-338-3633555)	Tool Rental Fee	\$285.00
	SubTotal	\$285.00

Rental Subtotal	\$765.00
Damage Protection*	\$114.75
Sales Tax	\$70.76
Contract Total	\$950.51
Deposit - PAID 03/11/25 (AMERICAN EXPRESS ending 2143)	\$500.00
Balance Charged (AMERICAN EXPRESS ending 2143)	\$450.51
Outstanding Balance	\$0.00

Total cost for rental including receipt 1 & 2. \$1,677.37

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

RCM CHANGE ORDER REQUEST

Date 03/17/2025
 Client: Edwards Construction Group, Inc.
 Attn.: Matthew Herenandez
 Email: matthew@weareedwards.com
 Ref.: termite damage/install blocks

Change Order Request Number:
 Job Number: s-24082-09
 Project Ritchen Elementary
 Project Manager: Matthew

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on change request. In addition, the acceptance of this COR, GC acknowledges loss production time on contract work and extended schedule compensation to contract schedule.

Description of Proposed Change:

- labor and materials to replace blocks at termite damage 1M 2.5HR @102.35

Attached supporting information from: Subcontractor Supplier Other: _____

Reason for Change: RFI Drawings Field Directive Other: _____

Description	Amount
Materials	\$40.00
Labor	\$255.88
Supervision	
Equipment/Tools	\$58.00
Subcontractors	
Mark Up 10%	\$35.39
Total	\$389.26

Does Proposed Change involve a change in Contract Sum? Increase Decrease No Change **\$389.26**
 Does Proposed Change involve a change in Contract Time? Increase Decrease No Change Days: _____

Attached Pages Proposal Worksheet Summary: See attached
 Proposal Worksheet Detail(s): _____

Authorized by: _____ Date: 03/17/2025

Copies: Owner Consultant Contractor Other: _____

ECG Potential Change Order Worksheet

PCO #: 9

Date: 11-Apr-25

To: CFW

Requested Days: _____

Attn: Gerald Schober

Ref. #: _____

Project: Ritchen ES

Schedule WBS #: _____

Project #: _____

Proposed Change:

Labor to coordinate, pick up and set up dehumidifiers.

Labor:

Classification/Scope	# of workers	hours	rate			Cost
PM	1	4	\$ 100.00			\$ 400.00
Superintendent	1	4	\$ 75.00			\$ 300.00
						\$ -
Labor Total						\$ 700.00

Equipment:

Description	Hours	Hourly Rate	Days	Daily Rate	Lump Sum	Cost
						\$ -
Equipment Total						\$ -

Materials:

Materials:	Quantity	Units	Unit Price	Delivery Cost	Lump Sum	Cost
						\$ -
						\$ -
						\$ -
						\$ -
				Tax	0.00%	\$ -
Materials Total						\$ -
Subtotal						\$ 700.00
OH&P						0% \$ -
Total						\$ 700.00



Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritche Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #023: RFI #18: Floor Surface Pop Out

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #18: Floor Surface Pop Out

CHANGE REASON: Existing Condition

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

RFI #18: Floor Surface Pop Out

Provide all labor, materials, and equipment to bead blast the damaged subfloor due to the existing "Pop-Out" condition.

This cost is only for classrooms 174,179,180 and is to be completed during normal business hours Monday-Friday.

ATTACHMENTS:

Ritche ES Change Order 2.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes line item 1 for floor prep and a subtotal of \$21,325.00, plus breakdowns for Self Perform, Subcontractor, Contractor, and Bond, totaling \$24,950.25.

Ruben Ruiz (Arcadis)

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



FLOOR COVERING CONTRACTORS

10130 Redwood Avenue
Fontana, CA 92335
Tel: (909) 355-0125

May 5, 2025

Edwards Construction Group
3160 Telegraph Road Suite 202
Ventura, CA 93003
Attn: Matthew Hernandez

RE: Ritchen E.S. – Phase 1 Additional Floor Prep Classrooms 174,179,180

Mr. Hernandez,

The cost below reflects the additional floor prep that is required in Phase 1 to prepare the damaged subfloor from the existing "Pop-Out" condition. All of the subfloor area will be bead/shot blasted to remove the "Pop-Outs" and contaminants to provide a surface profile acceptable for the self-leveling cement. All pop-out holes and subfloors will then be primed using Mapei Primer L for bonding purposes between the subfloor and self-leveling underlayment. The Mapei Novaplan 2 Plus self-leveling cement will then be poured in place. We have assumed enough material to be installed at a ¼" thickness however the final thickness on top of the slab will be approximately 1/8" self-level cap since all of the pop-out holes will be filled. The cost below includes all materials, equipment, labor, freight, and taxes to complete this work. This work is based off being complete during normal business hours Monday-Friday. I have also attached the technical data sheets for both the Mapei Primer L and Mapei Novaplan 2 Plus products.

Mapei Novaplan 2 Plus (1/4" Nominal Thickness): 120 bags @ \$24.50	\$ 2,940.00
Mapei Primer L: 4 buckets @ \$125.00	\$ 500.00
Total:	\$ 3,440.00
Sales Tax 8.75%:	\$ 301.00
Material Freight Cost	\$ 500.00
Labor Journeyman: 8-man days @ \$623.00 per man day	\$ 4,984.00
<u>Bead/Shot Blasting:</u>	<u>\$ 12,100.00</u>
Subtotal:	\$ 21,325.00
<u>Mark Up 10%:</u>	<u>\$ 2,132.50</u>
Total Add to Contract:	\$ 23,457.50

If you have any questions, please do not hesitate to call.

Respectfully yours,
Donald M. Hoover Co.

Noah Gentry

Noah Gentry
Project Manager



MEMBER

STATE CONTRACTORS
LICENSE NO. 170203 C-15



Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritche Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #34: Smith Plumbing 7/11/25
Premium OT (Hydronic)

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Smith Plumbing 7/11/25 Premium OT (Hydronic)

CHANGE REASON: Allowance

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

Smith Plumbing 7/11/25 Premium OT

Pricing is for premium time only to work Saturday 7/12/25. Pricing is to help achieve the completion of the hydronic work for our Aug 1st deadline

ATTACHMENTS:

COR#021 O.T.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes a subtotal row and a grand total row.

Ruben Ruiz (Arcadis)

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Extra Work Proposal Labor and Material Breakdown



Job # : 60110037

Date : 7/11/2025

Job Name : Ritchen ES

Extra Work Proposal # : 21

Description of work:

Pricing for Premium time only to work a Saturday .

Pricing Breakdown:

Plumbing-Field		\$	1,047.96
Project Support		\$	316.74
<hr/>			
TOTAL COST		\$	1,364.70
+ Overhead	5%	\$	68.24
+ Fee	5%	\$	71.65
<hr/>			
Total Extra Work Proposal Price		\$	1,504.71

Time extension required because of labor added by this change is 0.0 workdays

This proposal includes (28) straight time field hours, 28 overtime field hours,
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: _____ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Ted O'Brien**

 Project Manager

Date: 7/11/2025

Approved by: _____
 Signature

Date: _____

EWP #: 21

Extra Work Proposal Breakdown



Job #: 60110037

Job Name: Ritchen ES

Date: 7/11/2025

PLUMBING - FIELD INSTALL	HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$ / OTHER \$	TOTAL \$
Plumbing - Tickets	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
PL Journeyperson	-8.0	8.0			\$ 33.46	\$ 267.68	\$ -	\$ 267.68
PL Foreperson	-16.0	16.0			\$ 38.36	\$ 613.76	\$ -	\$ 613.76
PL General Foreperson	-4.0	4.0			\$ 41.63	\$ 166.52	\$ -	\$ 166.52
Plumbing Field Totals:	-28.0	28.0	0.0	0.0		\$ 1,047.96	\$ -	\$ 1,047.96
PROJECT SUPPORT	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Managers	2.0				\$ 158.37	\$ 316.74		\$ 316.74
Project Support Totals:	2.0	0.0	0.0	0.0		\$ 316.74	\$ -	\$ 316.74

Amendment No. 001 to Construction Services Agreement No. 24-115

The Construction Services Agreement No. 24-115 (“Agreement”) entered into on September 18, 2024, by and between the Oxnard School District (“District”) and Edwards Construction Group (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-115 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

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

WHEREAS, the District operates Ritchen Elementary School located at 2200 Cabrillo Way, Oxnard, CA 93030 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new improvements at the School Facility identified in the Site Lease; and

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

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

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

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

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Edwards Construction Group to construct thru the completion and occupancy of the Ritchen 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 Three Hundred Ninety-Eight Thousand Two Hundred Thirty-Five Dollars and No Cents (\$6,398,235.00)**. The GMP consists of Sublease Payments in the amount of **\$54,506.06** per month for 6 months for a total lease value of **Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

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

The Parties agree that all other provisions of the Services Agreement No. 24-115 entered into and executed by the Parties on August 23, 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 this 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

12/12/24
Date:

EDWARDS CONSTRUCTION GROUP:

By: 
Brad Edwards, President

11/11/2024
Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Ritchen Elementary School – 2200 Cabrillo Way Oxnard CA 93030

Plans and Specifications as prepared by Arcadis. DSA Application
Number 03-121078. DSA file number 56-22

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 20th day of November, 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") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (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 Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, 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:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

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

Edwards Construction Group, Inc.

Oxnard School District,
a California school district

By: 

By: 

Brad Edwards

Melissa Reyes

Title: President

Title: Director, Purchasing

Date: 11/7/2024

Date: 11/21/24

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 **FIFTY-FOUR THOUSAND FIVE HUNDRED SIX DOLLARS AND SIX CENTS (\$54,506.06)** 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 **SIX (6)** months.

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 20th day of November, 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") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (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 Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

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

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

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

SECTION 1. Site Lease

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

SECTION 2. Term

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

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (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)

SITE LEASE AGREEMENT

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

SITE LEASE AGREEMENT

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

SITE LEASE AGREEMENT

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.

SITE LEASE AGREEMENT

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

SITE LEASE AGREEMENT

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:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

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.

SITE LEASE AGREEMENT

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.

SITE LEASE AGREEMENT

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

Edwards Construction Group, Inc.

By: 

Brad Edwards

Title: President

Date: 11/7/2024

THE DISTRICT

Oxnard School District,
a California school district

By: 

Melissa Reyes

Title: Director, Purchasing

Date: 11/21/24

SITE LEASE AGREEMENT

EXHIBIT A

Legal Description of Site

To be provided during
design

Oxnard School District

PURCHASE ORDER
 NO: P25-03019
 DATE 12/02/2024

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

SHIP TO:

Facilities
 1055 S C STREET
 Oxnard, CA 93030-7442

Vendor Phone: (805) 335-1161 FAX:

EDWARDS CONSTRUCTION GROUP INC
 991 BENNETT AVE
 ARROYO GRANDE, CA 93420

BILL TO:

Accounts Payable
accountspayable@oxnardsd.org
 1051 South A Street
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 007423/1	REQUISITIONER Melissa Reyes	REQUISITION # R25-03310
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DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPO #
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ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES AT RITCHEN ELEMENTARY SCHOOL PER AGREEMENT #24-115 APPROVED BY THE BOARD OF TRUSTEES ON 9/18/2024 AND AMENDMENT #001 APPROVED BY THE BOARD OF TRUSTEES ON 11/20/2024. *INCLUDES SITE LEASE AGREEMENT #24-166 AND SUB-LEASE AGREEMENT #24-167*	6,398,235.00	\$6,398,235.00
ACCOUNT DISTRIBUTION				AMOUNT	
(105591) 215- 6272- 9010- 0- 0000- 8500- 066- 600- 0MOD- 0				\$6,398,235.00	

IMPORTANT INSTRUCTIONS TO VENDOR

- Itemized INVOICES in Duplicate.
- Enclose PACKING LIST with ALL shipments.
- No deviation in PRICE or SUBSTITUTION in kind permitted.
- All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
- THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
- Purchase order number must appear on packing slip.
- Charges for the purchase in excess of 10% must be verified before delivery.

Order Sub-Total	\$6,398,235.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	\$6,398,235.00

**** End of Order ****

AUTHORIZED BY:

Melissa Reyes

OSD AGREEMENT #24-115

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 18th day of September, 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 Edwards Construction Group, Inc. (Contractor) which is a contractor licensed by the State of California, with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, CA 93030 (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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

OSD AGREEMENT # 24-115

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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

OSD AGREEMENT # 24-115

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

- 3 -

OSD AGREEMENT # 24-115

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 **THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$39,500.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. **THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION.** The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will

Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents

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as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

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

SECTION 10. EXTRA WORK/MODIFICATIONS

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

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the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

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

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SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Nick Cramer as Project Manager for the Project. So long as Nick Cramer remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not 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

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to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

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

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respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be

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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:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA, 93420
Attn: Brad Edwards, President

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 parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

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

Edwards Construction Group, Inc.

By: Brad Edwards

Brad Edwards
Title: President

Date: 8/26/2024

THE DISTRICT

Oxnard School District,
a California school district

By: Melissa Reyes

MELISSA REYES
Title: DIRECTOR, PURCHASING

Date: 9/24/24

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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 Thirty Nine Thousand Five Hundred Dollars and No Cents (\$39,500.00) 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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School Modernization Project

September 18, 2024

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) 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.

OSD AGREEMENT # 24-115

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

Edwards Construction Group, Inc.

By: Brad Edwards

Brad Edwards
Title: President

Date: 8/26/2024

THE DISTRICT

Oxnard School District,
a California school district

By: Melissa Reyes

MELISSA REYES
Title: DIRECTOR, PURCHASING

Date: 9/24/24

EDWARDS

RFQ/P LEASE LEASE-BACK PRECONSTRUCTION AND
CONSTRUCTION SERVICES FOR RITCHEN ELEMENTARY
SCHOOL MODERNIZATION PROJECT

Ritchen Elementary School Modernization Project

A Proposal by Edwards Construction Group, Inc. | Lic No. 1057451

Oxnard School District



ATTENTION

Oxnard School District
Board of Directors

August 2, 2024

C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006





August 2, 2024

Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Subject: RFQ/P Lease Lease-Back Preconstruction and Construction Services for Ritchen Elementary School Modernization Project

Dear Oxnard School District, Teachers, Staff, Caldwell Flores Winters, Inc., and the Oxnard Community,

I would like to offer our sincere thanks to you and to all Oxnard District members who will benefit from this enhancement of facilities for our young learners. This is a wonderful opportunity for our teams to join in collaboration and build something great for your students and staff. It is my honor and privilege as President to introduce Edwards Construction Group for your Lease-Leaseback services.

Edwards is a family-owned legacy construction firm servicing Central and Southern California, dating back to 1985. My father and grandfather led this generation to build education facilities in the best manner possible, using the best people and the best resources, both in equipment and technology, to establish the most efficient and effective way to build according to a fool-proof design, with quality results within a controlled cost and schedule. Our relationship to CFW and our clients is a testament to our committed people working to accommodate our clients with full attention and professionalism. We are deeply committed to do whatever it takes to serve clients that share similar values and we have no doubt that we will perform and exceed your expectations as an experienced Lease Lease-back builder.

We have worked with CFW on several of our most high-profile projects. We have delivered more than \$150 million in education projects. We have an expansive knowledge base of the Lease-Leaseback delivery method DSA Public Education construction programs developed on existing occupied campuses delivered in multiple phases and/or sequences. Under our management, this transitional construction process will be seamless and according to plan. We have this method down to a science, and our advanced technology resources, some created and adapted by our own people, will alleviate obstacles and improper planning. Our strategy is clear and 100% objectively transparent to the District, CFW, the selected architect, and we will take initiative at every corner to push this project forward in the most professional manner.

Our team has thoroughly reviewed the project information and plans available and are prepared to work with the District and its Architects to optimize the project cost, timeline and construction outcomes with a major focus on the minimalization if impact to students studying on an active campus as well as the community around it. Strategic and efficient phasing, cost savings in a modern, low-voltage backbone and a thorough material specification review to hawkishly seek out cost saving opportunities are just some of the value engineering concepts we hope to bring to this project.

Myself and our team thank you for your consideration of our proposal and we look forward to working with Oxnard School District, its Board, its Architect and all other stakeholders.

Sincerely,

Brad Edwards
President
Edwards Construction Group, Inc.
be@edwardscongroup.com

**EDWARDS
CONSTRUCTION
GROUP**

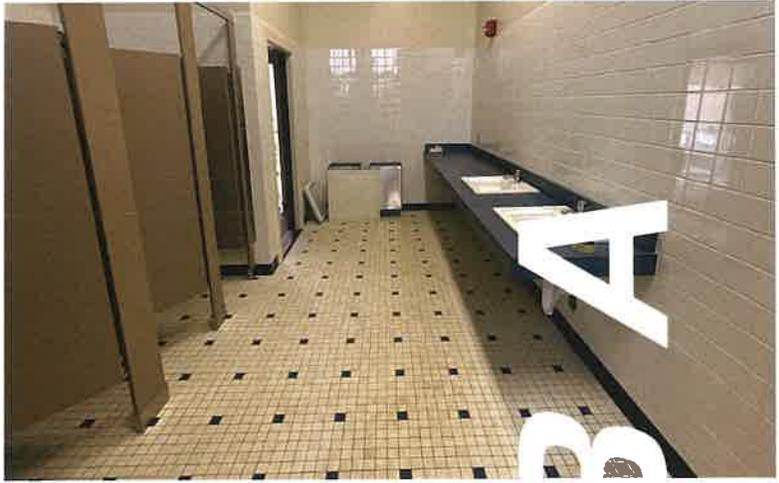
LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com



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TAB A
TAB B



Edwards Construction Group, Inc.
Montecito Elementary Buildings D & E

Relevant Project References

MONTECITO ELEMENTARY BUILDING D & E REMODEL

Delivery Method	Lease-Leaseback	Architect	RNT Architects
Owner	Montecito Union School District 385 San Ysidro Rd., Santa Barbara, CA 93108	Total Price	\$14,062,804.37
Contact	Anthony Ranii, 805-969-3249 Ext. 400	Start Date	June, 2022
		Completion Date	October, 2024

Montecito Elementary School's Buildings D and E required restoration and revitalization to meet current safety, accessibility, and educational standards. The scope of this project included several key elements, starting with site work to accommodate eight temporary classrooms. In addition, Buildings D and E required a comprehensive renovation. This renovation encompassed various critical aspects, such as bringing the buildings up to code for fire safety, electrical systems, plumbing, and HVAC, as well as improving accessibility to meet ADA standards. Hazardous materials abatement, including the removal of lead and asbestos, ensured a safe and healthy environment. Moreover, there was an emphasis on updating windows and doors to meet current code requirements.

For Building D, two elevators were installed to enhance accessibility across multiple levels, and various spaces within the school, including classrooms, the auditorium, and administrative offices, benefited from these improvements. Building E, dedicated to kindergarten and first-grade classrooms, underwent enhancements to support young learners effectively. This comprehensive project reflected the school's commitment to providing a safe, inclusive, and conducive educational space for its students and staff.

This project is in its final stages and set for completion in October of 2024.

VIEJA VALLEY ELEMENTARY SCHOOL ALTERATIONS

Delivery Method	Public Bid	Architect	KBZ Architects, Inc.
Owner	Hope Elementary School District 3970 La Colina Rd Ste 14, Santa Barbara, CA 93110	Total Price	\$6,100,140.72
Contact	Fernando Garcia , 805-742-3256	Start Date	November, 2022
		Completion Date	November, 2024

The Vieja Valley Elementary School Alterations project aims to enhance the school's infrastructure, ensuring a safe, modern, and conducive environment for education. This project is comprehensive, involving multiple aspects of renovation and replacement across various buildings on the school site. This more than six million dollar project is in its final stages of construction, is on time, and is set to be completed in November 2024.

The project's primary focus is the replacement of existing roofing, walkways, windows, and aluminum storefronts at several buildings, alongside significant HVAC replacements and alterations to existing restroom facilities. Specifically, the roofing replacements cover Buildings A, B, C, D, E, F, and the Library, including the covered walkways, to ensure structural integrity and weather resilience.

In addition to the roofing work, the project entails replacing windows and aluminum storefronts at the same set of buildings—Buildings A, B, C, D, E, F, and the Library. This upgrade aims to improve energy efficiency and enhance the overall aesthetic appeal of the school buildings. The HVAC systems at Buildings A, B, C, D, E, and F are entirely replaced, with new condensing units installed on the roofs to ensure efficient climate control and air quality. The Library building undergoes partial HVAC replacement to optimize its heating and cooling systems. Alterations to the staff and student restrooms are carried out in Buildings A, C, and F. These alterations include updating fixtures, improving accessibility, and ensuring compliance with current safety and health standards.

This comprehensive project reflects Vieja Valley Elementary School's commitment to maintaining a high standard of facilities for its students and staff. The renovations aim to create a comfortable, safe, and modern learning environment, supporting the school's educational mission and the well-being of its community.

Relevant Project References

LOMPOC ELEMENTARY KINDERGARTEN CLASSROOM (3 SCHOOLS)

Delivery Method	Lease-Leaseback	Architect	19six Atchitects
Owner	Lompoc unified School District 1301 North A Street, Lompoc, CA 93436	Total Price	\$9,069,900.10
Contact	Nilufer Jorgenson, 805-742-3256	Start Date	August, 2023
		Completion Date	September, 2024

The Lompoc Elementary School project is a district-wide initiative covering four sites: Leonora Fillmore, La Canada, Clarence Ruth, and Arthur Hapgood Elementary Schools. This project involves constructing modular classrooms that meet Title 5 requirements for Transitional Kindergarten (TK) and Kindergarten (K), ensuring top-notch educational facilities. Each classroom is designed to meet Title 5 TK/K standards, offering at least 1,350 square feet of adaptable space. They feature 21st-century enhancements, including mobile, flexible furnishings, multiple display monitors, floor-to-ceiling whiteboards, and comprehensive wireless connectivity to support modern teaching methods.

The project began with detailed preconstruction services, providing DSA pre-checked designs to the architect and analyzing the feasibility of prefabrication. Thorough reviews of the design and support documentation ensured constructability, clarity, and consistency, while value-engineering analysis maintained budget and specifications. Detailed cost estimates and expedited design reviews were provided to incorporate necessary modifications.

During construction, the focus was on efficient execution. The modular classrooms were constructed with precision, adhering to the design. Coordination of record drawings and specifications, along with compiling operations and maintenance manuals, warranties, and certificates, ensured comprehensive documentation.

SANTA MARIA HIGH SCHOOL CTE MODERNIZATION

Delivery Method	Public Bid	Total Price	\$5,766,536
Owner	Santa Maria Joint Union School District 2560 Skyway Drive Santa Maria, CA 93455	Start Date	April, 2024
Contact	Gary Wuitshick, 805-922-4573, ext. 4805	Completion Date	August, 2024

This project at 901 S Broadway, Santa Maria, involved comprehensive renovations to enhance functionality and support modern educational needs. The \$5.7 million project was completed in Spring 2024. The scope included removing and replacing Building 500's roof and exterior painting. Renovations targeted specific rooms: 510 Welding Shop, 511 Agriculture Mechanical Shop, 512 Systems Diagnostic (Auto Shop), and 513 Systems Diagnostics (Auto Shop).

Room 510 underwent significant upgrades with new welding booths, equipment, and tools. The work involved demolition, general construction, ceiling, lighting, electrical, mechanical, plumbing upgrades, door replacements, and new finishes. Room 511 saw similar upgrades to support modern equipment and tools, including roofing replacements. Rooms 512 and 513 received comprehensive upgrades to align with 21st-century educational needs, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing upgrades, along with door and roofing replacements. Support rooms were similarly enhanced for consistency across the facility.

Edwards Construction Group Inc. leveraged its experience to navigate the complexities of renovating educational spaces. Our approach prioritized thorough planning and attention to detail, ensuring alignment with the client's requirements and budget constraints. Collaborating closely with stakeholders and employing innovative construction techniques, we delivered a revitalized CTE facility that meets the evolving needs of Santa Maria High School. Our commitment to excellence and quality craftsmanship drives our efforts to transform outdated classrooms into modern learning environments conducive to student success.



Relevant Project References

ERNEST RIGHETTI HIGH SCHOOL CTE MODERNIZATION

Delivery Method	Public Bid	Total Price	\$2,722,788.00
Owner	Santa Maria Joint Union School District 2560 Skyway Drive Santa Maria, CA 93455	Start Date	April, 2023
Contact	Gary Wuitshick, 805-922-4573, ext. 4805	Completion Date	August, 2023

Located at 941 East Foster Road, Santa Maria, CA, the project entailed comprehensive upgrades to enhance functionality and support modern educational requirements. This was roughly a 2.7 million dollar project and was completed in the Spring of 2024.

Central to the scope of work was the removal and replacement of the complete Building J roof, coupled with the exterior painting of Building J. Additionally, the project included the renovation of specific rooms, namely room 401 Welding Shop and room 406 Agriculture Construction. Room 406, Agriculture Construction, required upgrades to align with 21st-century educational standards, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing enhancements. Similar upgrades extended to associated support rooms 406A – 406D, ensuring consistency across the facility.

The renovation of the Welding Shop in room 401 involved select demolition, general construction, minor structural upgrades, and various mechanical and plumbing enhancements. Our approach prioritized the seamless integration of modern equipment and tools while ensuring structural integrity and compliance with safety standards. Room 406, Agriculture Construction, underwent a transformation to meet the evolving needs of the curriculum. Our team executed a comprehensive scope of work, including demolition, general construction, and upgrades to lighting, electrical, mechanical, and plumbing systems. These enhancements aimed to create an environment conducive to hands-on learning and skill development in agriculture-related fields.

SOLVANG ELEMENTARY CULINARY ARTS BUILDING & SITE IMPROVEMENTS

Delivery Method	Public Bid	Architect	RRM Design Group
Owner	Solvang Elementary School District 565 Atterdag Rd. Solvang, CA 93463	Total Price	\$3,133,102
Contact	Mike Biron, 805-688-4810	Start Date	December, 2021
		Completion Date	September, 2022

From the outset, our team worked diligently with the Solvang School District and RRM Design to deliver this project on time and on budget. The project scope was vast and encompassed every facet of construction. We meticulously orchestrated the site improvements, which included extensive grading and the installation of utility infrastructure to ensure seamless operations. The foundation of the new building was expertly laid in concrete, providing a solid base for the culinary arts learning center. The wood and steel framing, coupled with exterior cement plaster, masonry veneer, a striking curtain wall, and a durable standing seam metal roof, seamlessly integrated modern aesthetics with structural integrity. Inside, our team painstakingly attended to interior finishes, ensuring that the learning spaces exuded functionality and sophistication. Mechanical, electrical, and plumbing systems were installed with precision, guaranteeing that the building would operate efficiently and sustainably for years to come. The crowning touch was the state-of-the-art kitchen equipment, setting the stage for the aspiring chefs who would hone their culinary skills within these walls.

We transformed the upper campus courtyard into a welcoming oasis. This involved the demolition of existing courtyard elements, making way for new storm drainage utility infrastructure to enhance safety and functionality. Paving and landscaping breathed life into the courtyard, creating a serene atmosphere for students and faculty alike. Site walls, gates, and fencing were thoughtfully designed and erected to provide security while maintaining an open, inviting feel. Two shade structures and an array of exterior furniture systems completed the transformation.

Team

TAB B

FIRM DESCRIPTION
ORGANIZATIONAL CHART
PROPOSED TEAM

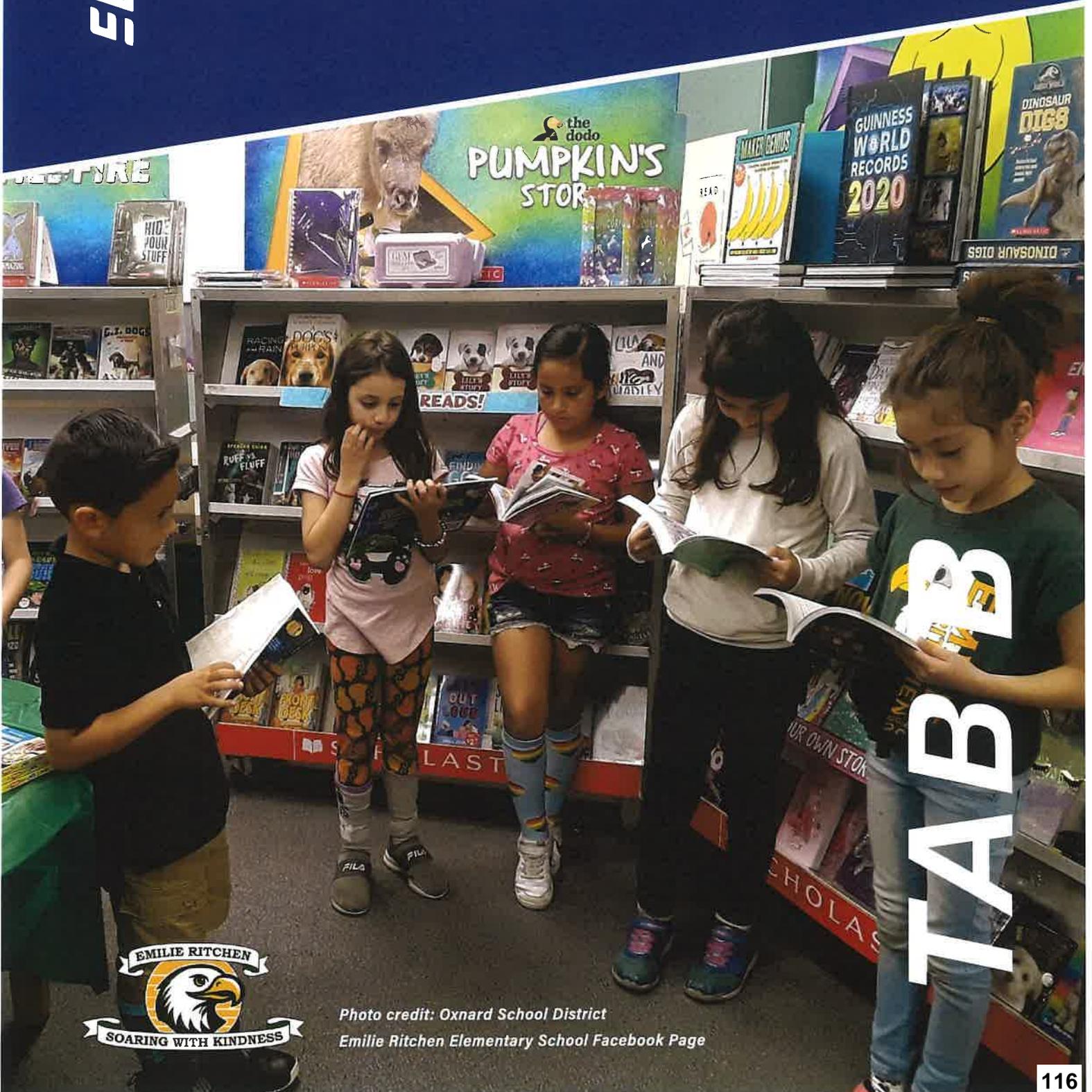


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

Firm Description

EDWARDS CONSTRUCTION GROUP, INC.

Edwards Construction Group, Inc., is headquartered in Santa Maria with a regional office in San Diego and employs now more than seventy (70) industry professionals. We have decades of experience in providing exemplary preconstruction and construction services via Lease-Leaseback methodology throughout Central and Southern California.

Under the direction of Presidents Brad and Ryan Edwards, our personnel management team consists of an executive team that oversees Design/Preconstruction, Estimating at every phase, Value Engineering, Project Management, Project Supervision, Quality Control, Technology, BIM/Virtual Design & Construction (VDC), Surveying, and our Self-Perform Crew. Edwards has fostered many long-lasting professional relationships with numerous architects, engineers, contractors, construction managers, owners, DSA/IOR personnel, and Districts.

Edwards Construction Group, Inc. focuses primarily on DSA public school construction projects of any size, acting as a general contractor and Lease Leaseback service provider. Key management personnel reside in Santa Barbara and San Luis Obispo Counties, which allows us to provide adequate oversight and coverage for this particular project.

By management category, we employ a large team of in-house estimators, project managers, engineers, construction managers, foreman, and tradespersons that we call on to assist in the delivery of design/preconstruction and construction services. Our Self-Perform capabilities alleviate any potential hurdles for utilities and foundation work. We control the work at each stage and can mitigate risk above and beyond others, thus providing an accelerated schedule at a minimal cost to the district.

EDWARDS CONSTRUCTION GROUP, INC.

At Edwards Construction Group, Inc., our firm culture and DNA are defined by our unwavering commitment to excellence, driven by our core pillars of self-performance, technological integration, and client involvement. These foundational principles shape every aspect of our approach to construction management, ensuring superior outcomes and lasting legacies for our clients and partners.

Our philosophy for building teams, people, partnerships, and legacies revolves around fostering a culture of innovation, collaboration, and continuous improvement. We recognize that our success is built upon the collective expertise and dedication of our team members, and we invest heavily in their professional development and growth. Through ongoing training, mentorship programs, and opportunities for advancement, we empower our employees to excel in their roles and contribute meaningfully to the success of each project.

Additionally, we place a strong emphasis on cultivating long-term partnerships with architects, engineers, subcontractors, and clients based on mutual respect, trust, and shared goals. By working collaboratively and transparently with all stakeholders, we build strong relationships that endure beyond individual projects, laying the foundation for future success and growth.

At the staff level, we cultivate our culture through several specific methodologies and processes:

Selective Hiring Process: We prioritize hiring individuals who not only possess the requisite technical skills but also demonstrate a strong alignment with our company values and culture. By carefully selecting team members who share our commitment to excellence, integrity, and professionalism, we ensure a cohesive and high-performing workforce.

Ongoing Training and Development: We provide comprehensive training and development opportunities for our employees to enhance their skills, expand their knowledge, and stay abreast of industry trends and best practices. From technical skills training to leadership development programs, we invest in our team's growth and empower them to reach their full potential.

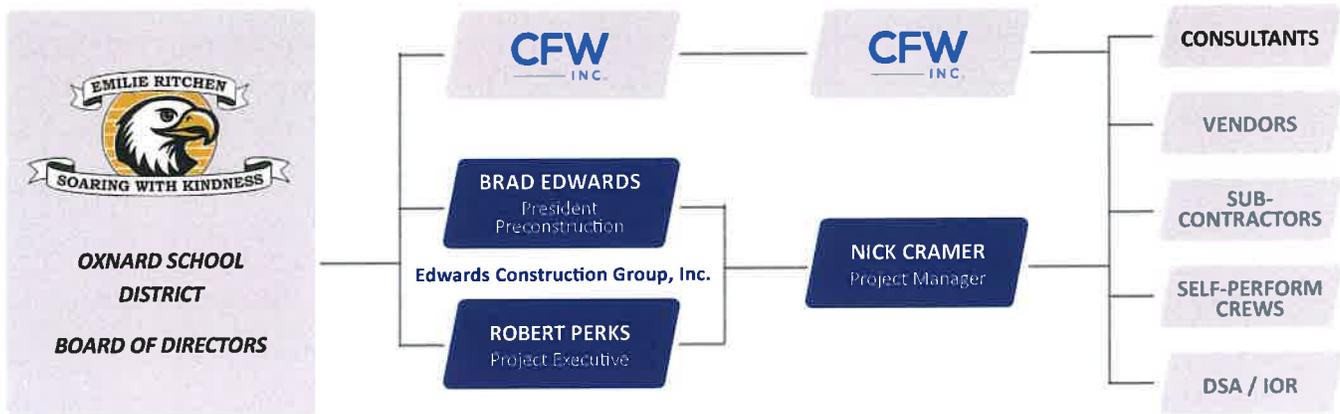
Open Communication and Feedback: We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices are heard and valued.

Organizational Chart

PROJECT TEAM

Edwards Construction Group, Inc. is proud to present a project team with extensive and relevant experience, well-equipped to undertake the Ritche Elementary School Project. Our team's collective expertise spans various sectors, including K-12, community college, and higher education, and encompasses the successful delivery of over \$150 million dollars in construction projects over the past decade.

Edwards Construction Group, Inc.'s proposed team has executed both new construction and major renovation projects via the Lease Leaseback delivery method. We have established processes, are well-versed in the specific contract law, and understand the methodology deeply. Lease Leaseback project delivery is collaborative in nature. All personnel here are trained to practice team play, be open and honest in their communications, and uphold integrity from inception to completion on every project. We feel that the strength of our team in terms of experience, expertise, and character cannot be rivaled.



EXPERIENCE AND EXPERTISE: Our team members have personally managed and executed numerous projects comparable in scope and complexity to the Ritche Elementary School modernization project. With a proven track record in alternative procurement methods for both public agencies and private owners, we bring invaluable insights and strategies to ensure the project's success.

INTEGRATED PROJECT DELIVERY: We have extensive experience in integrated project delivery methods, including design assist, which aligns closely with the collaborative nature of the Oxnard School District and CFW, Inc. Our team understands the intricacies of establishing a Guaranteed Maximum Price (GMP) and has developed tried-and-true processes to navigate these methodologies effectively.

DIVERSE BACKGROUNDS AND EXPERTISE: Our project team is comprised of individuals with diverse backgrounds and specialized expertise, all of whom share a common commitment to excellence and integrity. With a focus on school construction, our team members have successfully planned and managed various facility types, including those found on active school campuses, demonstrating their ability to navigate complex environments while minimizing disruptions.

SELF-PERFORMING CAPABILITIES: As a self-performing general contractor, Edwards Construction Group, Inc. has the capability to execute major trade work in-house, including earthwork, underground utilities, site and structural concrete, and framing. This hands-on approach allows us to maintain greater control over quality, schedule, and costs, ensuring that the Ritche Elementary Project is delivered to the highest standards.

Project Team

BRAD EDWARDS *President, Preconstruction*

Oxnard School District and CFW, Inc. will have a direct connection to Brad and kept abreast of critical insight and build suggestions to help stakeholders to make informed decisions.

- Head of all company functions and oversight
- Estimating, constructability review, and GMP Lead
- Establishes GMP budget price for best value at every phase
- With over 25 years of experience, Brad Edwards excels in carpentry, estimating, and project management. He leads preconstruction efforts, establishing GMP budgets and ensuring owners' needs are met.
- Brad has estimated and developed budgets for projects ranging from small remodels to \$60-million new constructions, utilizing various estimating software programs and performing accurate takeoffs.
- Brad has extensive experience responding to public RFPs and RFQs and collaborates closely with local design professionals and owners, particularly in public works construction with school districts, county, and city agencies.

*Please see Attachment 1 in the Addendum for **Brad Edwards' Resume.***

ROBERT PERKS *Project Executive*

Robert will devote his time to ensuring that each step taken in every process is performed in consideration with the needs of the project and schedule.

- Primary direct construction management interface to all stakeholders
- Primary direct interface with Oxnard School District and CFW, Inc.
- Process review and schedule management
- Robert Perks has managed a broad spectrum of construction projects across the Central Coast, showcasing his adeptness at overseeing complex projects on active campuses and leading initiatives from bid to closeout.
- Robert successfully delivered the \$20 million Hueneme HS HVAC and Classroom Modernization project. He also spearheaded the Rio Del Sol STEAM Academy project, highlighting his expertise in innovative educational facilities.
- Robert managed local Ventura County projects, including assisted living facilities and multi-family mixed-use developments at Staples Construction. His role at The Penta Building Group involved constructing the Thacher School Creativity and Technology Building. His engineering background and certifications in LEED, OSHA, and construction practices equip him with a profound understanding of safety and sustainability standards.

*Please see Attachment 1 in the Addendum for **Robert Perks' Resume.***

NICK CRAMER *Project Manager*

Nick will work to ensure that all processes, trades, and work executed is being done so with the upmost quality and professionalism.

- Additional liaison for Oxnard School District and stakeholders
- Manages Quality Assurance and Quality Control Platform
- Nick has consistently demonstrated exceptional competence in managing Edwards Construction projects, showcasing his ability to meet high expectations and deliver successful outcomes.
- With a methodical approach and a knack for identifying and solving minutest details, Nick ensures accuracy and efficiency, making sure the job is done right the first time.
- As a senior-level Project Engineer, Nick provides comprehensive services including cost control, quality standards maintenance, and serving as a technical point of contact, while also monitoring all construction activities to ensure adherence to plans and specifications.

*Please see Attachment 1 in the Addendum for **Jake Wemple's Resume.***

Firm's Practices

TAB C

PROJECT MANAGEMENET
PROJECT CONTROL SYSTEMS



Edwards Construction Group, Inc.
Vieja Valley Elementary School Alterations

**U
B
TAB**

Project Management

INTRODUCTION TO EDWARDS PRECONSTRUCTION SERVICES

In the complex landscape of construction, the best projects are a result of meticulous planning, precise execution, and a collaborative approach. Enter Edwards Construction Group's preconstruction services, which are thoughtfully crafted to ensure every project's viability from a financial and technical standpoint. Unlike many in the industry who limit their preconstruction services to basic estimating and cost analysis, Edwards believes in a holistic and detailed approach that fully prepares projects for the construction phase.

PROCESS AND METHODOLOGY

Planning: Every endeavor with Edwards begins with an intensive planning phase. We engage in collaborative meetings with the owner, architects, engineers, consultants, vendors, and every stakeholder involved. This ensures that each project is initiated with a unified vision and purpose.

Constructability Review and Specification Coordination: With the involvement of project managers and superintendents early on, we scrutinize designs, schedules, and specifications. This early engagement assures that materials and processes align with the standards set by the owner, architect, and governing bodies.

Scheduling and Phasing: Using a master critical path methodology, we design a comprehensive schedule that factors in every significant and minor task, ensuring timely completion without compromising on quality.

Budgeting: Each design milestone is supported by extensive budget exercises, leveraging our in-house estimating database that reflects current market values on materials and labor.

USE OF TECHNOLOGY

Edwards stands proud as one of the most technologically advanced general contractors in the state. Our arsenal of cutting-edge tools, some engineered in-house, is designed to aid designers, engineers, and contractors. From initial preconstruction analysis and constructability review to the final construction stages, we utilize technology to minimize errors, optimize costs, and expedite project completion.

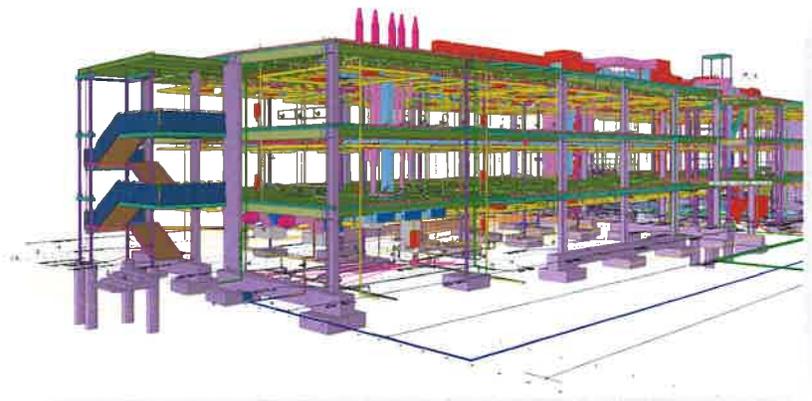
Virtual Design Construction (VDC) Department: Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

Dynamic Visualization: The VDC team utilizes advanced software to generate dynamic visual representations of the project even before breaking ground. This facilitates a clearer understanding of the final structure, aiding in efficient decision-making.

Collaborative Approach: The department collaborates closely with architects, engineers, and other stakeholders. This synergy ensures that everyone is on the same page, streamlining processes and reducing potential discrepancies in the later stages.

Resource Optimization: Through VDC, we're able to simulate various construction scenarios, allowing us to optimize the allocation of resources, whether it's labor, materials, or time.

Risk Management: By visualizing and planning in a virtual environment, we can identify and mitigate risks early on, preventing costly delays and mistakes in the actual construction phase.



Project Control Systems

As your selected Lease Lease-Back builder, our core responsibility is to create a schedule that mirrors project needs and adheres to realistic timelines. We diligently manage this schedule to uphold design intent and unwavering quality throughout preconstruction, construction, and post-construction phases. Early stakeholder engagement during design/preconstruction aids in understanding existing conditions and crafting a strong foundation. Our construction perspective offers innovative solutions for sound design, even for subterranean aspects. We also consider post-life cycle developments and future expansions.



Edwards Construction Group, Inc. seamlessly collaborates with the District, design professionals, consultants, and trade subcontractors for each building/facility type. We review design milestones for constructability and cost until 100% CD DSA Permitted Plans are finalized. Budget exercises, involving our in-house estimating database and subcontractor inputs, mark each design stage. This methodology allows us to proudly proclaim that, to date, Edwards Construction Group has never failed to meet a deadline. In fact, in many cases, through thorough preconstruction reviews we continually strive for and achieve significant cost savings and reduced schedules for completion.

Our web-based software, ProCore, manages construction documents, promoting efficiency. This digital platform ensures real-time accessibility to all project interactions – correspondence, schedules, meeting minutes, payments, RFIs, change orders, submittals – enhancing transparency with the District and stakeholders. Expecting to self-perform major trade and site work, Edwards Construction Group, Inc. handles demolition, earthwork, utilities, and structural/site concrete. In-house control over the work ensures quality and schedule adherence.

We proactively identify long lead time items with our subcontractor network and expedite critical path submittals. Collaboration with design professionals commences early, ensuring streamlined processes. Our adept communication skills foster teamwork. ProCore supports our Quality Assurance/Quality Control (QA/QC) approach.



SAMPLE PROGRESS REPORT

Please see Attachment 2 in the Addendum for our *Sample Progress Report*.



Emergency Operations and Regional Fire Communications Center April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
 - 05/20/24
- **Current Contract Completion Date:**
 - 07/05/24
- **Project Milestones:**
 - Notice to Proceed: 03/15/23
 - Contractual Completion Date: 07/05/24
 - Rough Framing 2/23/24
- **Work Completed from April 1, 2024 – April 30, 2024:**
 - Complete site electrical solar utilities
 - Complete solar carport structure and panels
 - Completed building weather proofing
 - Continued MEP rough-in
 - Completed HVAC installation
 - Completed building insulation at interior walls
 - Hanging drywall at interior walls
 - Completed window opening breakmetal flashing
 - Began electrical equipment installation
 - Partial interior storefront frames and glazing
 - Partil exterior storefront frames and glazing
 - Set interior and exterior door frames
- **Problem Areas:**
 - The County CM sent a notice on April 26th for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
 - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.
- **Current Delaying Factors:**
 - Exterior plaster attachment.
- **Anticipated Delaying Factors:**
 - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.
- **Critical Path Activities:**
 - MEP Build-Out in UPS & Equipment Room
 - Finish MEPs (mainly electrical and telecom)
 - Interior Drywall Installation (Hanging, Tape & Texture)

**EDWARDS
CONSTRUCTION
GROUP**

LIC No. 1057451

2045 Preisker Ln, Ste A
Santa Maria, CA 93454
805.335.1161
weareedwards.com

EDWARDS

Safety Record & EMR Rating

TAB D



TAB D



*Edwards Construction Group, Inc.
Lompoc Kindergarten Classrooms LLB*

SAFETY RECORD & EMR RATING

Please see Attachment 3 in the Addendum for our Safety Record & EMR Rating Letter.

WCRB California Workers' Compensation Experience Rating Form
 EDWARDS CONSTRUCTION GROUP INC
 911 BOLA RD
 MPOON CA 93440-0000

Policy Number: 9-88-20-44-R
 Effective Date: 07/01/2024
 Issue Date: 03/02/2024
 Experience Modification: 10.1%

Name: TRAVELERS PROP CAS CO OF AM
 Group Name: TRAVELERS GRP #2
 Policy Number: UBR681028235G
 Rating Office: RANCHO CORDOVA
 Coverage Period: 10/01/2019 to 10/01/2022

Summary of Payroll and Expected Losses					Summary of Claims and Actual Losses						
Class Code	Payroll	Expected Loss Rate	Expected Losses	Di. Rate	Expected Primary Losses	Expected Excess Losses	Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Insurance: 888 Policy Period: 07/01/2022 to 07/01/2023											
3040	5,000	2.81	140.50	3.0	140.50	0.00					
3187	222,222	1.28	284.44	0.59	284.44	0.00					
3422	888,778	1.83	1626.06	3.44	1626.06	0.00					
5447	3,847	1.19	457.85	1.0	457.85	0.00					
5485	8,538	2.05	175.00	2.4	175.00	0.00					
8220	302,243	1.00	302.24	0.71	302.24	0.00					
8227	188,811	1.45	273.78	0.86	273.78	0.00					
8742	1,174,357	0.13	152.67	0.39	152.67	0.00					
8810	1,708,476	0.08	136.68	0.47	136.68	0.00					
Totals	8,228,481		38,982		38,982	0.00					
Insurance: 888 Policy Period: 07/01/2023 to 07/01/2024											
3040	1,901	2.81	534.21	3.0	534.21	0.00	PLMB072	04	Open	179,033	14,790
3187	779	1.28	1,000.24	1.0	1,000.24	0.00	PLR1247	06	Closed	22	0
3205	489,714	1.83	895.00	1.81	895.00	5,773	PLR1036	08	Closed	2,786	2,000
5422	701,818	1.81	1260.22	2.82	1260.22	10,187					
5447	21,801	1.19	259.27	1.0	259.27	0.00					
5485	18,211	2.05	372.00	2.4	372.00	0.00					
8220	184,551	1.00	184.55	0.71	184.55	0.00					
8227	56,411	1.45	817.95	0.86	817.95	0.00					
8742	299,782	0.13	390.72	0.39	390.72	0.00					
8810	638,177	0.08	511.00	0.47	511.00	0.00					
Totals	2,462,811		38,262		38,262	15,827				177,034	15,790
Insurance: 888 Policy Period: 07/01/2024 to 07/01/2025											
3040	5,193	2.81	146.92	3.0	146.92	0.00					
3187	68,736	1.28	879.82	0.59	879.82	0.00					
3422	145,404	1.83	2,668.22	3.44	2,668.22	0.00					
8220	82,064	1.00	820.64	0.71	820.64	0.00					
Totals	281,401		4,515		4,515	0.00					

AW Priority Losses: 18,789 + Excess Losses: 63,882 / E: 70,004 = 10.1% Experience Modification
 Loss-Free Rating: 77%

WCRB California Workers' Compensation Experience Rating Form
 EDWARDS CONSTRUCTION GROUP INC
 PO BOX 350
 MPOON CA 93440-0000

Policy Number: 9-88-20-44-R
 Effective Date: 07/01/2024
 Issue Date: 03/02/2024
 Experience Modification: 10.1%

Name: TRAVELERS PROP CAS CO OF AM
 Group Name: TRAVELERS GRP #2
 Policy Number: UBR681028235G
 Rating Office: RANCHO CORDOVA
 Coverage Period: 10/01/2019 to 10/01/2022

Expected Losses	Actual Losses	Experience Modification
70,004	18,827	63,882

Number of Claims: 3
 Total Payroll: 177,034
 Actual Primary Losses: 15,790

AW Priority Losses: 18,789 + Excess Losses: 63,882 / E: 70,004 = 10.1% Experience Modification
 Loss-Free Rating: 77%

Please see Attachment 4 in the Addendum for our Safety Record Letter of Explanation.

EDWARDS

Steven Funkhouser
 Human Resources/Safety
 Edwards Construction Group Inc.

07/12/2024

Subject: Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am willing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.03, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- Early Stages of Operations:** As a new company, we had a limited work force and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

EDWARDS CONSTRUCTION GROUP
 LIC No. 1057451
 901 Bennett Ave
 Arroyo Grande, CA 93420
 805.335.1161
 we@edwards.com

EDWARDS

At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,

 Steven Funkhouser
 Human Resources/Safety
 Edwards Construction Group Inc.

EDWARDS CONSTRUCTION GROUP
 LIC No. 1007451
 901 Bennett Ave
 Arroyo Grande, CA 93420
 805.335.1161
 we@edwards.com



Photo credit: Oxnard School District
Emilie Ritcher Elementary School Facebook Page

BONDING & CAPACITY LETTER

Please see Attachment 5 in the Addendum for our **Bonding & Capacity Letter**.



July 8th, 2024

Onard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.
To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for \$80,000,000.00 single contract value, & \$150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as requests.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,
Kevin Vega, Attorney-in-Fact



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 LOS ANGELES) ss.

On July 8th, 2024 before me, Kevin Vega, Notary Public
Hereafter known as the Notary

personally appeared Kevin Vega, Attorney-in-Fact Notary of Signature

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appear(s) on the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they (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 is true and correct.

WITNESS my hand and official seal.

Signature: 

Notary Public Seal: 

OPTIONAL

Though the information herein is not required to file, a filer who chooses to perform filing on the document is required to provide the following information:

Description of Attached Document: _____
Date of Document: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Classified by (Other Than Named Above)	Signer's Name	Signature
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Corporate Officer
<input type="checkbox"/> Partner - (L) Limited (C) General	<input type="checkbox"/> Partner - (L) Limited (C) General	<input type="checkbox"/> Partner - (L) Limited (C) General
<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

CA0902000 3011110151791 3 22 (UPDATED 01-19)

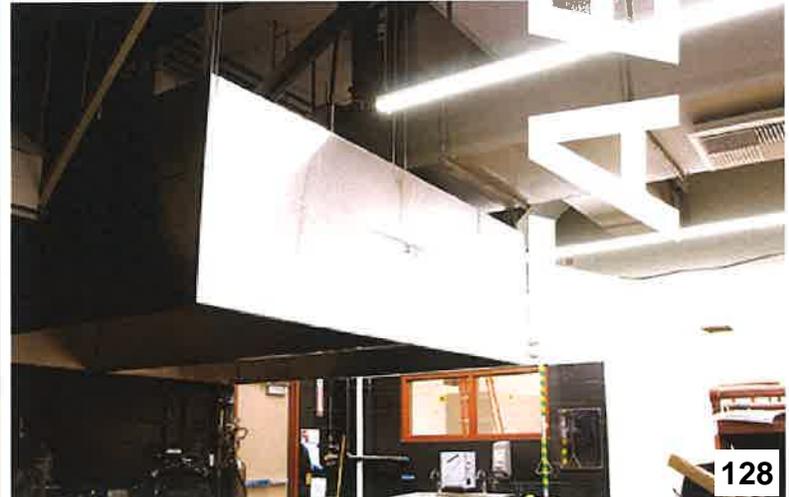
DSA Plan Review

TAB F

- CONSTRUCTION CHALLENGES & SOLUTIONS
- SITE LOGISTICS PLAN
- COST ESTIMATE
- PRECONSTRUCTION FEE
- GMP RISK EVALUATION



*Edwards Construction Group, Inc.
Santa Maria High School CTE Modernization*



Construction Challenges & Solutions

Edwards Construction Group, Inc. has identified several potential construction challenges for the Ritche Elementary School Modernization Project. We propose the following solutions to ensure these challenges do not cause unnecessary delays or additional costs:

PHASED CONSTRUCTION ON ACTIVE CAMPUS:

Challenge: Managing construction on an active campus with an unknown student load requires consideration for temporary classrooms and restrooms.

Solution: Implement additional temporary classrooms and restrooms to accommodate students during each construction phase. This will ensure minimal disruption to the educational process and maintain a safe and functional environment for students and staff.

SECURE LAYDOWN AREA AND SAFE PATH OF TRAVEL:

Challenge: Securing a laydown area for phased work that allows safe movement between phases. The potential laydown locations may block the single drive lane or fire lane.

Solution: Utilize the laydown area at the southwest corner of the campus, using the fire lane for access. Implement handcarts to move materials between phases during class changes, ensuring safe and efficient transportation without disrupting daily school operations.

PARTITIONING OF THE HVAC SYSTEM:

Challenge: Partitioning the HVAC system during phased construction can be complex and may impact the comfort and safety of the occupied areas.

Solution: Install temporary or bypass ducts to maintain HVAC functionality throughout the construction phases. This approach ensures that the HVAC system continues to operate efficiently, providing a comfortable environment for students and staff.

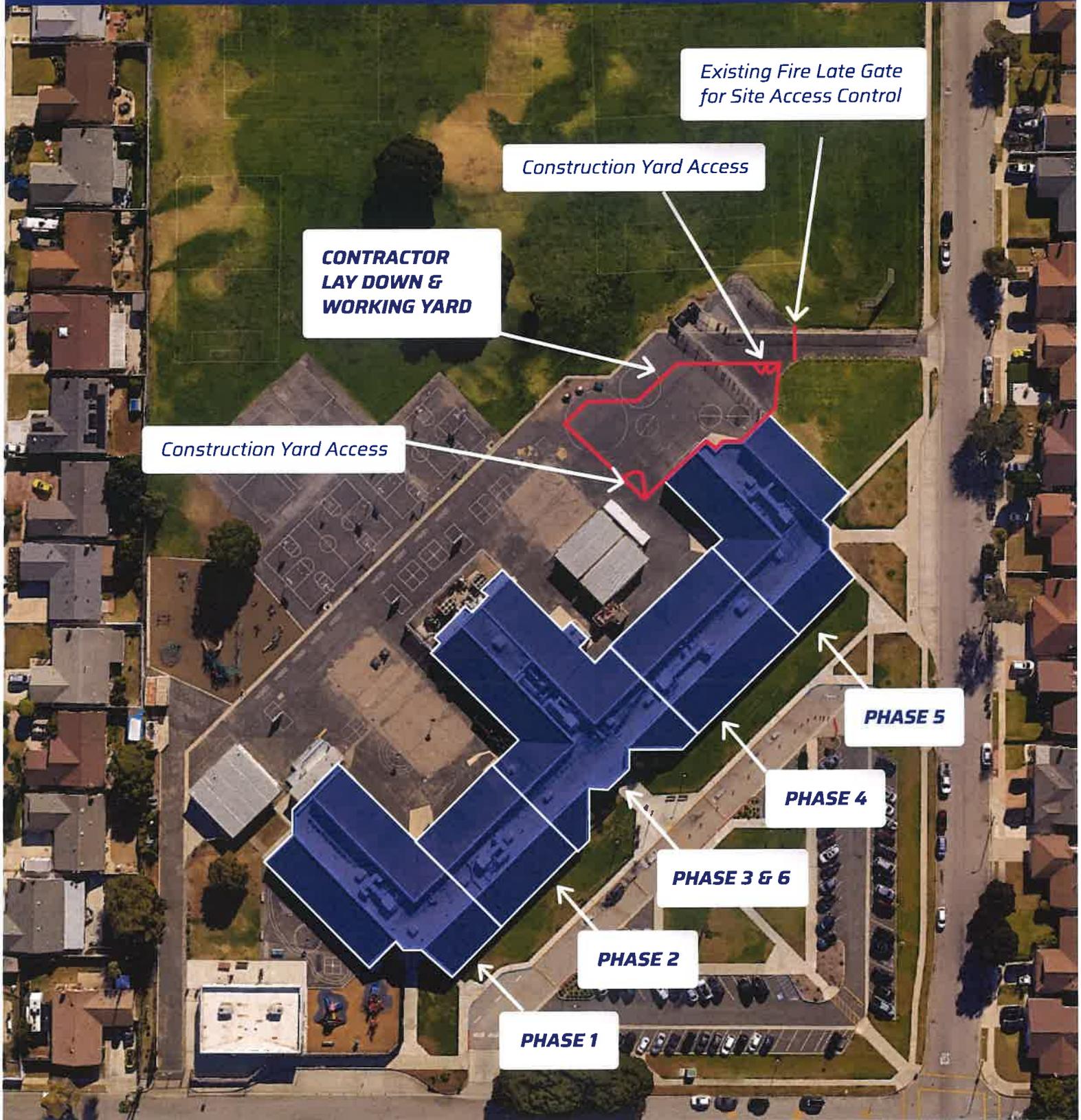
ISOLATION OF UTILITIES:

Challenge: Isolating electricity, water, and sewer systems to ensure safe work areas during construction, especially when these utilities cannot be completely isolated.

Solution: Conduct a thorough location survey of all existing utilities and develop a detailed plan for working on active lines. Implement utility shutdowns as needed and prepare an emergency plan for any accidental breaches. This proactive approach will minimize risks and ensure quick resolution of any issues that arise.

Site Logistics Plan

Please see Attachment 6 in the Addendum for our *Technical Site Logistics Plan*.



Cost Estimate

CSI CODE	DIVISION / TRADE	QTY	METRIC	SUBCONTRACTOR	SUB-TOTAL
00 00 00	Procurement and Contracting Requirements				
00 72 00	General Conditions	1	LS	764,105.00	764,105.00
02 00 00	Existing Conditions				
02 41 19	Selective Demolition	1	LS	150,000.00	150,000.00
03 00 00	Concrete				
03 00 00	Concrete	1	LS	165,000.00	165,000.00
05 00 00	Metals				
05 50 00	Metal Fabrications	1	LS	50,000.00	50,000.00
06 00 00	Wood, Plastics, and Composites				
06 10 00	Rough Carpentry	1	LS	600,000.00	600,000.00
06 20 00	Finish Carpentry	1	LS	75,000.00	75,000.00
06 41 00	Architectural Wood Casework	1	LS	150,000.00	150,000.00
07 00 00	Thermal and Moisture Protection				
07 13 00	Sheet Waterproofing	1	LS	25,000.00	25,000.00
07 92 00	Joint Sealants	1	LS	10,000.00	10,000.00
08 00 00	Openings				
08 41 13	Aluminum-Framed Entrances and Storefronts	1	LS	80,000.00	80,000.00
08 71 00	Door Hardware	1	LS	35,000.00	35,000.00
08 81 00	Glass Glazing	1	LS	20,000.00	20,000.00
09 00 00	Finishes				
09 05 61	Concrete Moisture-Control System	1	LS	25,000.00	25,000.00
09 22 26	Ceiling Grid Suspension System	1	LS	50,000.00	50,000.00
09 28 13	Cementitious Backing Boards	1	LS	35,000.00	35,000.00
09 29 00	Gypsum Board	1	LS	200,000.00	200,000.00
09 30 13	Ceramic Tiling	1	LS	100,000.00	100,000.00
09 51 00	Acoustical Ceilings	1	LS	150,000.00	150,000.00
09 65 00	Resilient Flooring	1	LS	90,000.00	90,000.00
09 68 00	Carpeting	1	LS	120,000.00	120,000.00
09 72 16	Vinyl-Coated Fabric Wall Cove. & Tackable Substrate	1	LS	75,000.00	75,000.00
09 72 19	Rigid Sheet Wall Coverings	1	LS	35,000.00	35,000.00
09 77 13	Vinyl-Wrapped Panels- Tackboards	1	LS	50,000.00	50,000.00
09 84 33	Wood Fiber Acoustical Units	1	LS	60,000.00	60,000.00
09 91 00	Painting	1	LS	80,000.00	80,000.00
10 00 00	Specialties				
10 11 00	Visual Display Units	1	LS	45,000.00	45,000.00
10 14 00	Signage	1	LS	25,000.00	25,000.00
10 21 13	Toilet Compartments	1	LS	25,000.00	25,000.00
10 26 00	Wall and Door Protection	1	LS	20,000.00	20,000.00
10 28 00	Toilet, Bath, and Laundry Accessories	1	LS	15,000.00	15,000.00
12 00 00	Furnishings				
12 21 13	Horizontal Louver Blinds	1	LS	25,000.00	25,000.00
12 24 13	Roller Window Shades	1	LS	15,000.00	15,000.00
22 00 00	Plumbing				
22 00 00	Plumbing	1	LS	100,000.00	100,000.00
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)				
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	1	LS	1,500,000.00	1,500,000.00
26 00 00	Electrical				
26 00 00	Electrical	1	LS	600,000.00	600,000.00
27 00 00	Communications				
27 00 00	Communications	1	LS	250,000.00	250,000.00
28 00 00	Electronic Safety and Security				
28 31 00	Fire Detection and Alarm	1	LS	100,000.00	100,000.00
Total Bid Direct Cost					\$ 5,914,105.00
Contingency 2%					118,282.00
Insurance 1.75%					103,497.00
Fee 6%					354,846.00
Bond Subtotal					\$ 6,490,730.00
0.624%					\$ 40,772.20
Total Bid					\$ 6,531,502.20

Preconstruction Fee

FEES	AMOUNT
Proposed Preconstruction Service Fee (Not to Exceed)	\$39,500.00
Fee (Inclusive of Overhead & Profit)	6%
Bonds and Insurance (Excludes Builders Risk)	2.5%

PRECONSTRUCTION SERVICES BREAKDOWN	AMOUNT
50% Construction Documents Phase Estimate	\$5,000.00
50% Construction Documents Phase Constructibility Review	\$12,000.00
50% Construction Documents Phase Schedule Update	\$2,500.00
100% Construction Documents Phase Estimate	\$7,500.00
100% Construction Documents Phase Constructibility Review	\$10,000.00
100% Construction Documents Phase Schedule Update	\$2,500.00

TOTAL	\$39,500.00
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ADDITIONAL BILLABLE RATES (IF NEEDED)

Owner/Executive	\$175.00
Project Executive	\$150.00
Project Manager	\$105.00
Assistant Project Manager	\$80.00
Project Engineer	\$72.00
Superintendent	\$95.00

General Conditions

GROUP	PHASE	DESCRIPTION	TOTAL	GRAND TOTAL	TAKEOFF QTY	LABOR COST	LABOR PRICE	LABOR AMOUNT	MATERIAL PRICE	MATERIAL AMOUNT	EQUIP. PRICE	EQUIP. AMOUNT	OTHER PRICE	OTHER AMOUNT
010000		OVERHEAD												
013100		ADMIN REQUIREMENTS												
013101		Permits & Fees												
		Precore Project Management	4,500.00	4,500.00	450 Days				10 /DAY	4,500.00				
013110		** Field personnel												
		ECG Field Mgmt- Project Manager	235,200.00	235,200.00	280 Days	840 /Day	105 /Hr	235,200.00						
		ECG Field Mgmt - Superintendent-Justin	212,800.00	212,800.00	280 Days	760 /Day	95 /HR	212,800.00						
		ECG Upper Mgmt - (Working 1 hrs/day)	40,000.00	40,000.00	200 Days	200 /Day	200 /Day	40,000.00						
013120		** ECG Company Vehicles												
		** Vehicle Expense - 2018 GLC Mercedes**Tyler	5,600.00	5,600.00	100 Days				0.88 /MI	4,400.00	12 /Day	1,200.00		
		** Vehicle Expense - 2016 1.5 Ton DodgeTruck****Hauling	28,000.00	28,000.00	200 Days				0.8 /MI	8,000.00	100 /Day	20,000.00		
		** Vehicle Expense - 2020 Chev 5500 Truck**Nolan	8,400.00	8,400.00	60 Days				0.8 /MI	2,400.00	100 /Day	6,000.00		
		** Vehicle Expense - 2012 2500 Chevy Truck ** JUSTIN'S	3,000.00	3,000.00	60 Days				0.8 /MI	2,400.00	10 /Day	600.00		
		** Vehicle Expense - 2021 Chev 2500 Truck ** LANDON'S	3,120.00	3,120.00	60 Days				0.8 /MI	2,400.00	12 /Day	720.00		
		** Vehicle Expense - 2012 2500 Chev Truck ** RYAN'S	5,200.00	5,200.00	100 Days				0.8 /MI	4,000.00	12 /Day	1,200.00		
		** Vehicle Expense - 2016 GMC Diesel Truck ** BRAD'S	5,000.00	5,000.00	100 Days				0.8 /MI	4,000.00	10 /Day	1,000.00		
		** Vehicle Expense - 2016 1500 Dodge Truck ** Rob	10,000.00	10,000.00	200 Days				0.8 /MI	8,000.00	10 /Day	2,000.00		
		** Vehicle Expense - 2016 1500 Dodge Truck ** Super	17,000.00	17,000.00	400 Days				0.8 /MI	13,000.00	10 /Day	4,000.00		
		** Vehicle Expense - Maintenance Per Day	1,600.00	1,600.00	400 Days				0.65 /MI		4 /Day	1,600.00		
		** Vehicle Expense - Fuel Per Day	9,125.00	9,125.00	365 Days								25 /Day	9,125.00
015000		FACILITIES & TEMP CONTROL												
015205		** ECG Field Office Exp												
		Mobilization of Storage Containers, and Equip (tti days of proj.)	4,100.00	4,100.00	400 Days	10 /DAYS	80 /HR	4,000.00	0.25 /DAYS	100.00				
		** Field Mobilization (Project Days)	10,000.00	10,000.00	400 Days	25 /DAY	80 /HR	10,000.00						
		** Field Mobilization (Crane Service for Containers & Office)	1,200.00	1,200.00	8 HRs						130 /HR	1,040.00	20 /HR	160.00
		** ECG Field Office (Project Days)	33,600.00	33,600.00	420 Days				80 /Day	33,600.00				
		** ECG Field Office Supplies (Wk Days)	6,000.00	6,000.00	400 Day				15 /DAY	6,000.00				
		** First Aid Kits / Safety Equipment	100.00	100.00	2 EA								50 /EA	100.00
		** ECG Project Engineer Cell Phone	1,760.00	1,760.00	220 Days								8 /Day	1,760.00
		** ECG Superintendent Cell Phone	2,400.00	2,400.00	400 Days								6 /Day	2,400.00
		** ECG Satellite Internet	4,000.00	4,000.00	400 Days								10 /Day	4,000.00
		** ECG Project Manager Cell Phone	2,400.00	2,400.00	400 Days								6 /Day	2,400.00
015408		** Small Tools												
		*Misc Small Tools (Proj Cal Days)	8,000.00	8,000.00	400 Days						20 /Day	8,000.00		
		*Small Tool Fuel - (Proj Cal Days)	2,000.00	2,000.00	400 Days								5 /Day	2,000.00
015900		** Equipment Rental												
		** Temporary Toilet	4,000.00	4,000.00	400 Days								10 /Day	4,000.00
		** ECG Dump Trailer	3,000.00	3,000.00	60 Days						50 /DAY	3,000.00		
015904		Office - Means												
		ECG Field Office, Software, Computers	14,000.00	14,000.00	400 Days				35 /DAY	14,000.00				
017000		EXECUTION REQUIREMENTS												
017104		Cleaning up												
		** Punch List (From Total Project Days)	8,000.00	8,000.00	400 Days	15 /Day	15 /Day	6,000.00	5 /Day	2,000.00				
		** Daily Cleaning (Project Days)	12,000.00	12,000.00	400 Days	30 /DAY	30 /DAY	12,000.00						
		Jobsite Laborer (Use when needed for Misc Gen Cont Items)	66,000.00	66,000.00	100 Days	660 /DAY	660 /DAY	66,000.00						
		** Landfill Fees (\$750 per dump)	15,000.00	15,000.00	20 EA								750 /EA	15,000.00
017200		** Project Closeout												
		** Project Close out (by tti days of proj)	8,000.00	8,000.00	400 Days	15 /DAY	15 /DAY	6,000.00	5 /DAY	2,000.00				
TOTAL			\$794,105.00	\$794,105.00										

EDWARDS

**Value Engineering
Solutions**

TAB G



*Edwards Construction Group, Inc.
Solvang Culinary Arts Building*



Relevant Qualifications

COST CONTROL & VALUE ENGINEERING

Edwards Construction Group prioritizes cost-effective strategies from project initiation. Early planning secures timely material arrivals through local storage facilities and strong vendor relationships. Constructability reviews ensure milestone accountability by guiding collaborative meetings, forming a master critical path method schedule and cost estimates.

Our embedded value engineering collaborates closely with architects, identifying cost-saving opportunities without compromising quality. Unique collaborations with vendors generate substantial savings, such as the \$1 million saved on visual display finishes at Santa Maria Joint Union High School.

Advanced technology, notably custom drone analysis, eliminates unnecessary steps, proposing savings between one to two million dollars for a Central Coast School project. Anticipating challenges, as seen with Title 24 compliance issues at Santa Maria High School, drives proactive engagements, resulting in \$300,000 savings through enhanced solutions.

Our prowess balances innovation and practicality, securing nearly \$900,000 in cost reductions without compromising aesthetics. Edwards Construction Group consistently implements robust cost-reduction strategies, emphasizing quality projects with fiscal prudence.

As a self-performing general contractor, Edwards excels in major trade work, ensuring transparency and competitive bid comparisons, leveraging our skilled in-house workforce. We assure high-quality, cost-effective self-performed work, affirming our commitment to excellence.

CONCEPTUAL VALUE ENGINEERING FOR RITCHEN ELEMENTARY SCHOOL PROJECT

EFFICIENT PHASING OF WORK

To maximize efficiency and minimize disruptions, we propose handling larger sections of the campus during each phase of construction. Ideally, this work would be conducted on an unoccupied campus, allowing for streamlined operations and reducing the overall project timeline and associated costs. This approach can significantly decrease the labor and logistical expenses, ensuring the project remains within budget.

MODERNIZATION OF LOW VOLTAGE AND TV DESIGN:

A thorough review of the current low voltage and TV design specifications is recommended to align with the District's current standards. The existing specifications reference coaxial cable and other outdated components. Updating these to contemporary standards will not only improve the functionality and future-proof the infrastructure but also potentially reduce costs by eliminating unnecessary or outdated materials.

COST SAVINGS IN LOW VOLTAGE BACKBONE:

By having the contractor provide the low voltage backbone, including cabling, terminations, and racks, while allowing the Owner to procure and install the equipment, significant savings can be achieved. This strategy leverages the contractor's expertise in infrastructure while giving the Owner control over equipment choices, potentially benefiting from bulk purchasing or preferred vendor pricing.

MATERIAL SPECIFICATION REVIEW:

Conducting a full review of the material specifications for finishes and specialties to ensure availability, lead time, and cost alignment with current market conditions and District expectations. This review can identify opportunities to substitute materials that meet the required standards while offering better pricing or quicker availability, thus keeping the project on schedule and within budget.

Identification
of Trades

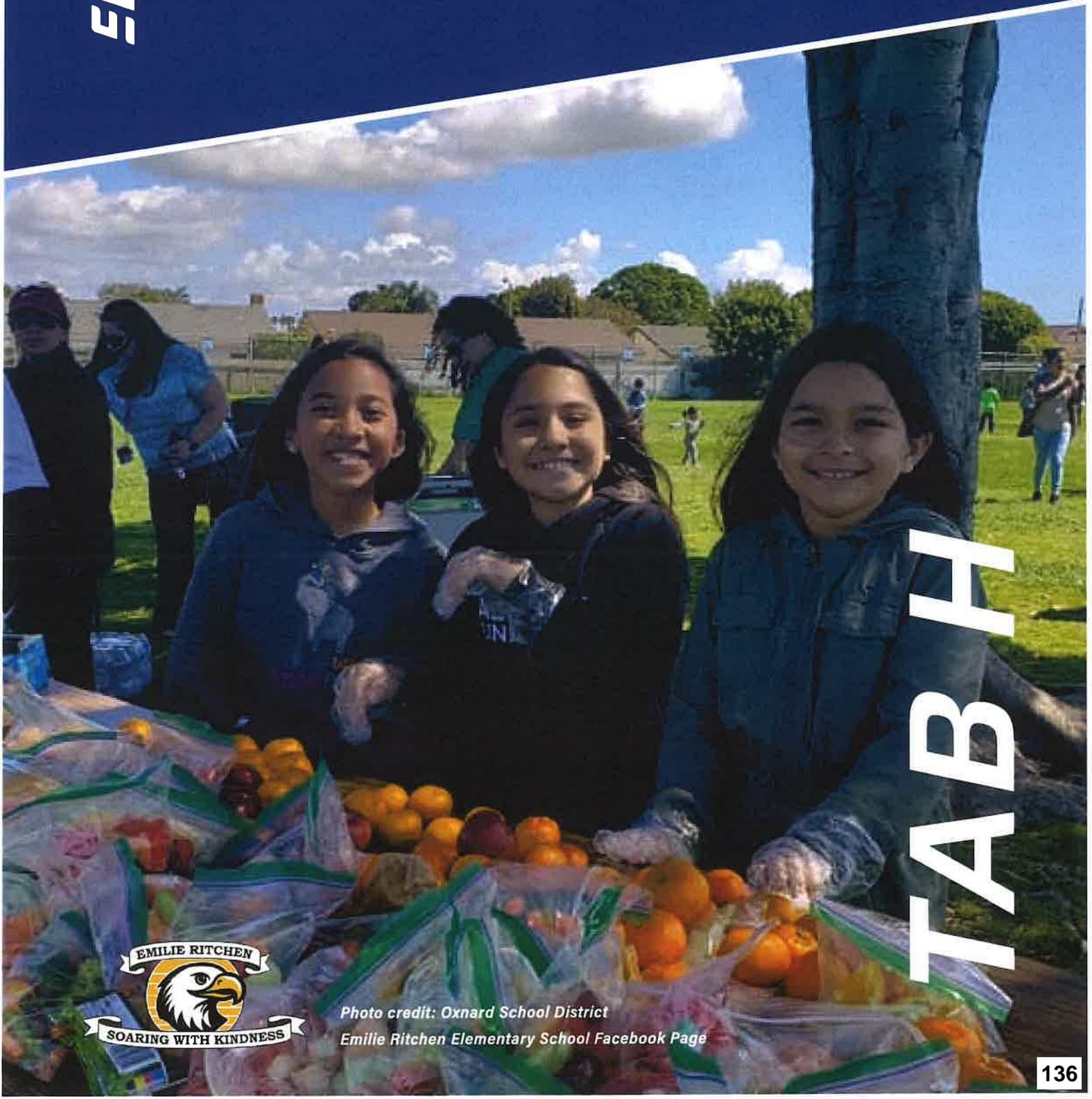


Photo credit: Oxnard School District
Emilie Ritche Elementary School Facebook Page

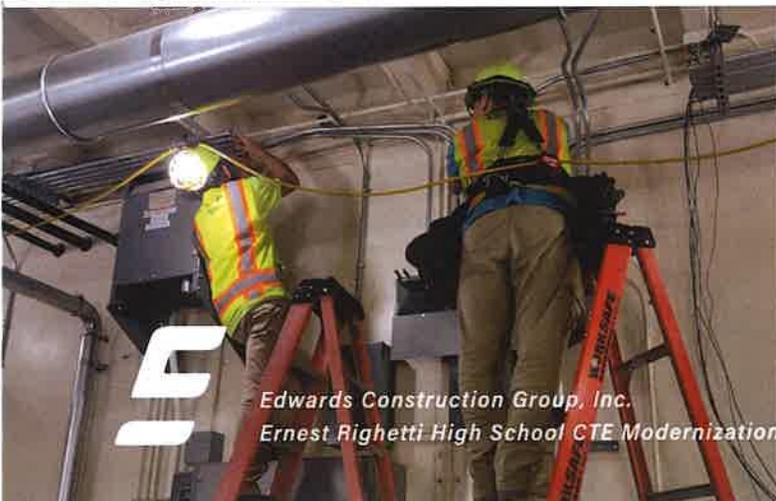
Identification of Trades

All scopes will be subcontracted with only minor and general labor/carpentry self performed in areas related to mobilization of site logistics.

Please see estimation of costs in the conceptual budget provided on pages 14 - 16.

Conceptual Schedule

APPROACH TO SCHEDULE
PROJECT SCHEDULE ESTIMATE

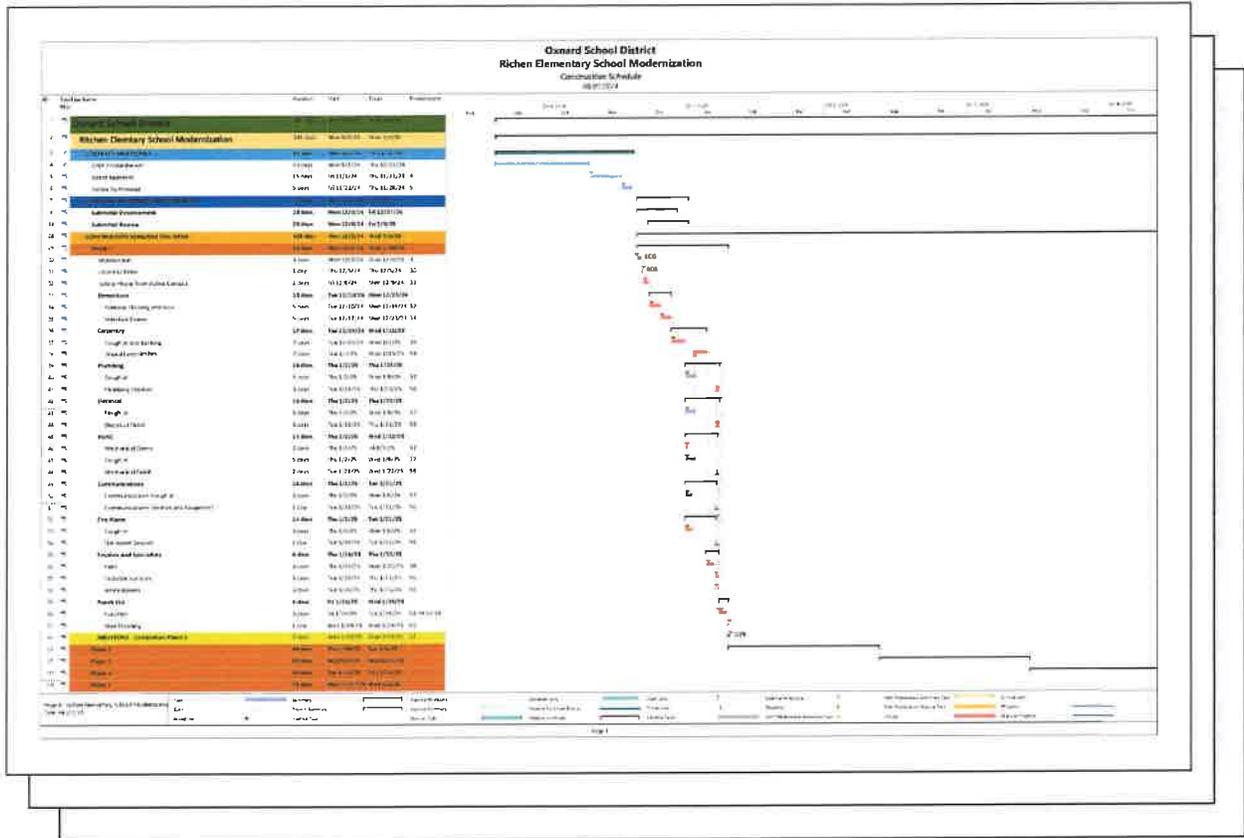


Edwards Construction Group, Inc.
Ernest Righetti High School CTE Modernization

TAB I

BONDING & CAPACITY LETTER

Please see Attachment 7 in the Addendum for a Complete Conceptual Schedule.



EDWARDS

Thank you.

We appreciate this opportunity to propose our services to the Oxnard School District, Caldwell Flores Winters, Inc., and your team. Edwards is passionate about building with and for our clients and their constituents. We look forward to continuing to build a strong and lasting relationship with you and your teams as we successfully bring your vision to life.

Thank you for reviewing our proposal and we look forward to working with you.

Sincerely,



Brad Edwards, President

*Collaborative Design-Build Services for
the Dairy Modernization Project*

Thursday | March 14, 2024

**EDWARDS
CONSTRUCTION
GROUP**

License No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420

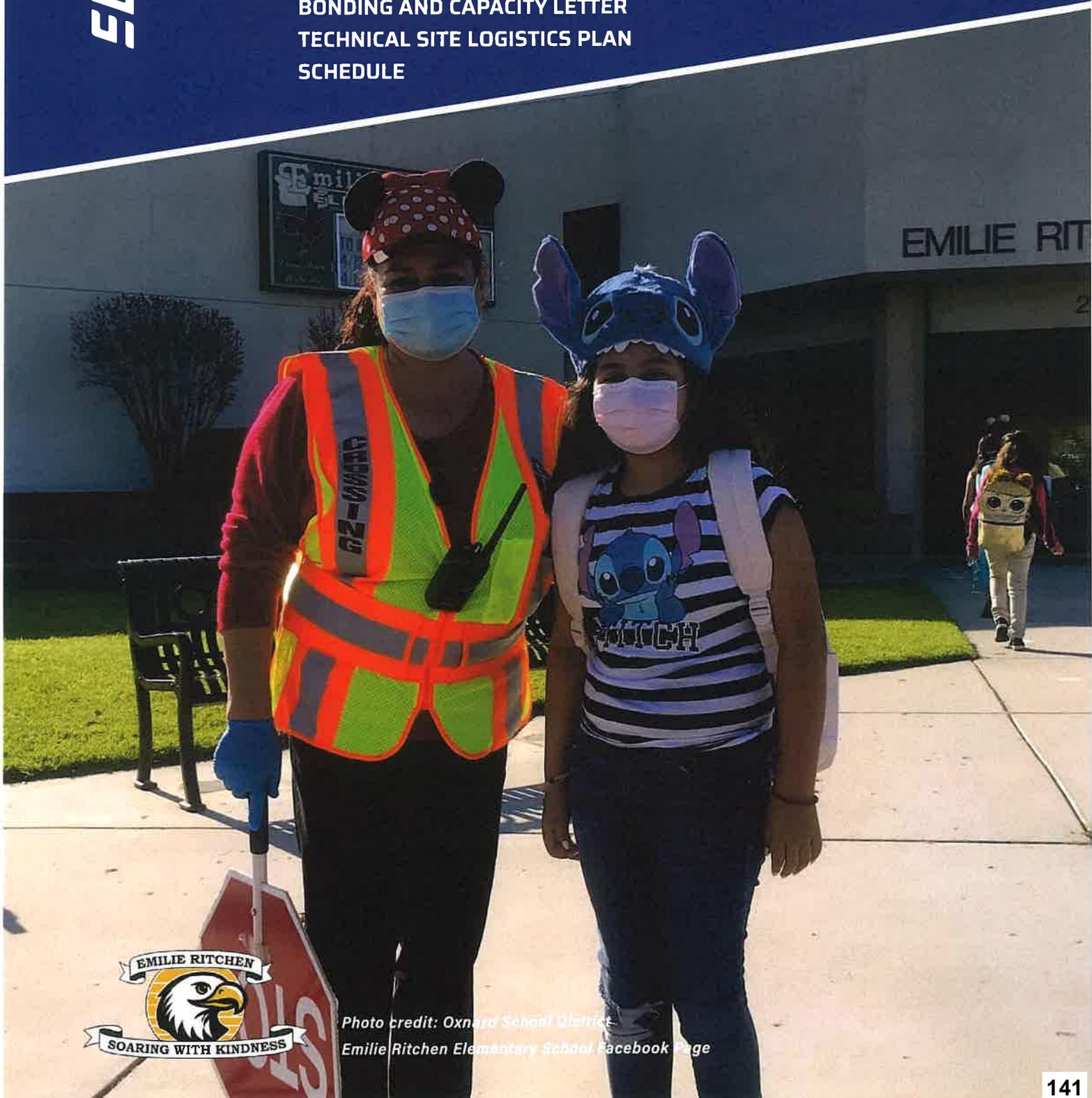
805.335.1161
weareedwards.com



Attachments

- PROJECT TEAM RESUMES
- SAMPLE PROGRESS REPORT
- SAFETY RECORD AND EMR LETTER
- SAFETY LETTER OF EXPLANATION
- BONDING AND CAPACITY LETTER
- TECHNICAL SITE LOGISTICS PLAN
- SCHEDULE

Appendix



*Photo credit: Oxnard School District
Emilie Ritzen Elementary School Facebook Page*



BRAD EDWARDS

President, Preconstruction

Brad Edwards brings over 25 years of experience in construction, mastering carpentry, estimating, and project management. As a key member and mentor in preconstruction and construction, Brad holds primary A and B licenses for the company and is a certified Varco Pruden Metal Building Designer and Installer. He has estimated and developed budgets for projects ranging from small remodels to \$60-million new construction. His extensive practical project experience provides exceptional insight for estimation, constructability, budgeting, planning, and scheduling.

Proficient in various estimating software programs, Brad excels in performing takeoffs and bidding on large projects. He has extensive experience responding to public RFPs and RFQs, including design-build, lease-leaseback, design assist, and pre-construction services. Brad collaborates closely with local design professionals and owners, particularly in public works construction with local school districts, county, and city agencies. His expertise in large-scale new construction and major renovations, especially in essential services and public facilities, makes him a valuable asset to any project.

Brad will lead the preconstruction effort, establishing the GMP budget and ensuring the Owner's needs are met. The Owner will have direct access to Brad for critical and suggestive decisions, fostering a trusting and productive partnership.

PORTFOLIO

President / Preconstruction, Edwards Construction Group

Emergency Operations and Regional Fire Center, County of Santa Barbara, 11/22 – Present
 Sheriff Building Substation Re-Roof and Improvements, SLO County, 06/24-08/24
 Guadalupe USD, Pasadera New Junior High School, Gymnasium, & ECL LLB, 12/23 – Present
 Coastal Christian Multi-Purpose Building, 06/23 - Present
 SMJUHSD, Santa Maria High School CTE Modernization Project, 06/23 – Present
 SMJUHSD, Ernest Righetti High School CTE Modernization Project, 06/23 – Present
 Lompoc Elementary Kinder Classrooms at 4 Sites, LLB, 08/23 - Present
 Preconstruction and Design Services for Lompoc, LLB, 07/23 - 07/23
 New Tech Classroom Building, Cold Springs SD, LLB, 05/30 - Present
 La Colina Demo and Re-Roof Project, Santa Barbara US, LLB, 05/23 - Present
 Buellton Elementary Kinder Classroom Building, LLB, 01/23 - Present
 Oak Valley Pre-K Classroom Buildings, Buellton, LLB, 01/23 - 08/23
 Vieja Valley Alterations Modernization, 11/22 - Present
 Montecito Elementary Outdoor Pavilion Improvements, LLB, 06/22 - Present
 Guadalupe USD, Pasadera Stone Columns Foundation Work, LLB, 06/22 - 10/22
 Montecito Elementary Building D&E Remodel, LLB, 05/22 - Present
 Branch Elementary School Multi-Purpose Room, 04/22 - 08/23
 Grover Heights Elementary School, Multi-Purpose Room, LLB, 03/22 - 01/23
 Solvang Elementary Culinary Arts Building, Site Improvements, 12-21 - 10/22
 Shell Beach Elementary School Multi-Purpose Room, 09/21 - 08/22
 Santa Maria HS New 50 Classroom & Administration Building, LLB, 01/21 - 03/23
 Mary Buren New Modular Kindergarten Classroom Buildings, LLB, 02/20 - 01/21
 Santa Maria High School CTE & Agriculture Farm Campus, LLB, 01/18 - 02/21
 Ernest Righetti High School 38 Classroom Building, LLB, 06/16 - 05/19
 Pioneer Valley High School Performing Arts Building, LLB 01/15 - 10/17

CONTACT

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 phone
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 cellular
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 website
weareedwards.com

REGISTRATION

**A & B License in
 Engineering and
 General Contracting**
Timberline Estimating
Bid Leveling Software
Procore Management
Microsoft Projects

ROBERT PERKS

Project Executive

Robert Perks is an accomplished Project Manager with extensive experience managing a broad spectrum of construction projects across the Central Coast. With a tenure at Bernards, he led the Oxnard Union High School District's Measure A bond program, successfully delivering the \$20 million Hueneme HS HVAC and Classroom Modernization project alongside multiple other initiatives, showcasing his adeptness at managing complex projects on active campuses.

At Staples Construction, Robert managed a diverse portfolio of local Ventura County projects, including assisted living facilities and multi-family mixed-use developments, demonstrating his expertise in leading projects from bid to closeout. His role at The Penta Building Group saw him at the forefront of constructing the Thacher School Creativity and Technology Building, a 22,000 sq ft cutting-edge humanities building, highlighting his capability to manage intricate projects with precision. During his time at Balfour Beatty Construction, he spearheaded the Rio Del Sol STEAM Academy project, further showcasing his leadership in delivering innovative educational facilities. His background in engineering, combined with his certifications in LEED, OSHA, and construction practices, equips him with a profound understanding of project management, safety, and sustainability standards, making him a valuable asset to the project.

PORTFOLIO

Executive, Edwards Construction Group, Inc.

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Project Manager, Bernards

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Project Manager, Staples Construction

Oxnard College Fire Academy Apparatus Bay Phases 1&3, Ventura Community College District
Via San Clemente, Ventura, CA, 8 unit townhome / mixed use. 54000 sq ft, \$8 million
Vista Simi Valley Assisted Living, 51,000 sq ft \$12 million

Project Manager, The Penta Building Group

Thacher School - Project Based Learning Hub - Ojai, CA
Thacher School - Dining Pavilion - Ojai, CA

Project Manager, Balfour Beatty Construction

Rio USD - Rio Del Sol - Oxnard, CA

Additional Projects

LACCD West LA Campus - Build LACCD - Culver City, CA
Simi USD - District Wide Needs Assessment/Trusted Construction Advisor - Simi Valley, CA
Oak Park USD - Trusted Construction Advisor/Bond Management - Oak Park, CA



PROJECT EXECUTIVE

CONTACT

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phone

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cellular

805.256.2730

website

weareedwards.com

REGISTRATION

LEED AP

OSHA 10 & 30 Hour
Construction safety
and Health

MS Ocean Engineering,
Florida Atlantic
University

SDSU Construction
Practices (Planning &
Estimating coursework)

NICK CRAMER

Project Manager

Being situated just a few miles away from Cal Poly San Luis Obispo, our corporate office gives Edwards an advantage in selecting top-tier construction managers. Nick has consistently showcased remarkable competence in managing Edwards Construction projects, and our expectations of our team are high. As an Eagle Scout, he brings exceptional organizational skills, a proficient grasp of the latest in construction technology, and a keen eye for the smallest details in any form or document, making him an unwaveringly reliable asset for any task.

Nick's methodical approach and his knack for identifying and solving the minutest details ensure that the job is done accurately the first time. For this project, Nick will deliver the comprehensive services expected from a senior-level Project Engineer. Additionally, he will serve as an extra monitor for all construction activities, overseeing progress and ensuring adherence to plans and specifications. His role extends to aiding in cost control, maintaining quality standards, and serving as an additional technical point of contact for the project.

EDUCATION

California Polytechnic State University - San Luis Obispo, CA (Class of 2019)
Bachelor of Science: Construction Management

PORTFOLIO

Project Manager, Edwards Construction Group, Inc.

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Senior Project Engineer, Bernards Bros. Inc.

Senior Project Engineer (Construction Manager) - HVAC Modernization, Oxnard UHSD
Managed construction contracts across multiple high school campuses as part of a \$400 million bond initiative for the Oxnard Union High School District

Project Engineer, Gilbane Building Company

MEP Project Engineer - Cal Poly Frost Center
MEP engineer on a \$90 million multifunctional educational and laboratory facility on a California State University campus
Project Engineer - Cal Poly Plant Conservatory & Cal Poly Eucalyptus House Projects
Executed buyout through occupancy of a \$4.3 million plant conservatory design-build project and a \$1.7 million modular laboratory design-build project



CONTACT

email
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cellular
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website
weareedwards.com

REGISTRATION

**40 Hour HAZWOPER
Training Certificate**

Emergency Operations and Regional Fire Communications Center April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
 - 05/20/24
- **Current Contract Completion Date:**
 - 07/05/24
- **Project Milestones:**
 - Notice to Proceed: 03/15/23
 - Contractual Completion Date: 07/05/24
 - Rough Framing 2/23/24
- **Work Completed from April 1, 2024 – April 30, 2024:**
 - Complete site electrical solar utilities
 - Complete solar carport structure and panels
 - Completed building weather proofing
 - Continued MEP rough-in
 - Completed HVAC installation
 - Completed building insulation at interior walls
 - Hanging drywall at interior walls
 - Completed window opening breakmetal flashing
 - Began electrical equipment installation
 - Partial interior storefront frames and glazing
 - Partil exterior storefront frames and glazing
 - Set interior and exterior door frames
- **Problem Areas:**
 - The County CM sent a notice on April 26th for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
 - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.
- **Current Delaying Factors:**
 - Exterior plaster attachment.
- **Anticipated Delaying Factors:**
 - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.
- **Critical Path Activities:**
 - MEP Build-Out in UPS & Equipment Room
 - Finish MEPs (mainly electrical and telecom)
 - Interior Drywall Installation (Hanging, Tape & Texture)

**EDWARDS
CONSTRUCTION
GROUP**

LIC No. 1057451

2045 Preisker Ln. Ste A
Santa Maria, CA 93454
805.335.1161
weareedwards.com

Attachment 3

**Safety Record
& EMR Rating
Letter**

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44-R Page 1 of 2
Effective Date **07/01/2024**
Issue Date 03/02/2024
Experience Modification **101%**
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number UB9N9810982326G
Issuing Office RANCHO CORDOVA
Experience Period 10/01/2019 to 10/01/2022

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 697 Policy Period : 07/01/2022 to 07/01/2023						
5040	5,003	2.87	144	0.219	32	112
5187	20,370	1.08	220	0.248	55	165
5205	888,779	1.62	14,398	0.239	3,441	10,957
5432	906,872	1.87	16,959	0.223	3,782	13,177
5447	3,847	1.19	46	0.227	10	36
5485	8,090	2.05	166	0.203	34	132
6220	392,343	1.05	4,120	0.213	878	3,242
8227	98,112	1.40	1,374	0.285	392	982
8742	1,174,357	0.10	1,174	0.306	359	815
8810	1,708,676	0.08	1,367	0.349	477	890
Totals	5,206,449		39,968		9,460	30,508

Summary of Claims and Actual Losses

Primary Threshold: 15,000

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals				
	0		0	0

Insurer: 697 Policy Period : 07/01/2021 to 07/01/2022

5040	1,962	2.87	56	0.219	12	44
5187	779	1.08	8	0.248	2	6
5205	468,714	1.62	7,593	0.239	1,815	5,778
5432	701,818	1.87	13,124	0.223	2,927	10,197
5447	21,605	1.19	257	0.227	58	199
5485	16,219	2.05	332	0.203	67	265
6220	194,554	1.05	2,043	0.213	435	1,608
8227	58,411	1.40	818	0.285	233	585
8742	299,783	0.10	300	0.306	92	208
8810	838,172	0.08	671	0.349	234	437
Totals	2,602,017		25,202		5,875	19,327

FUJ6822	04	Open	175,000	14,750
FUR1747	06	Closed	221	0
FWZ1636	06	Closed	2,288	2,038
Totals				
	3		177,509	16,788

Insurer: 697 Policy Period : 07/01/2020 to 07/01/2021

5040	5,193	2.87	149	0.219	33	116
5205	68,139	1.62	1,104	0.239	264	840
5432	145,404	1.87	2,719	0.223	606	2,113
6220	82,084	1.05	862	0.213	184	678
Totals	300,820		4,834		1,087	3,747

Totals				
	0		0	0

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44-R Page 2 of 2
Effective Date **07/01/2024**
Issue Date 03/02/2024
Experience Modification **101%**
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number UB9N9810982326G
Issuing Office RANCHO CORDOVA
Experience Period 10/01/2019 to 10/01/2022

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	^C 70,004	16,422	^B 53,582	3	177,509	^A 16,788

$$\left[\begin{matrix} \text{Actual Primary Losses} \\ \text{A} \end{matrix} \quad 16,788 \right] + \left[\begin{matrix} \text{Expected Excess Losses} \\ \text{B} \end{matrix} \quad 53,582 \right] / \left[\begin{matrix} \text{Expected Losses} \\ \text{C} \end{matrix} \quad 70,004 \right] = \mathbf{101\%} \text{ Experience Modification}$$

Loss-Free Rating: 77%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

Attachment 4

**Safety Record
Letter of
Explanation**

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

07/12/2024

Subject: Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am writing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.01, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- **Early Stages of Operations:** As a new company, we had a limited workforce and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- **Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- **Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- **Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

**EDWARDS
CONSTRUCTION
GROUP**

LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com

At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,



Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

**EDWARDS
CONSTRUCTION
GROUP**

LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
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July 8th, 2024

Oxnard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.

To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for \$80,000,000.00 single contract value, & \$150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well-run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as request.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,

Kevin Vega, Attorney-in-Fact

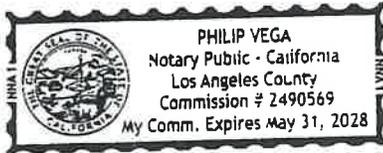
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 }
 } ss.
 County of LOS ANGELES }

On July 8th, 2024 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



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

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer Title(s): _____ <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here
Signer is Representing: _____ _____ _____	Signer is Representing: _____ _____ _____

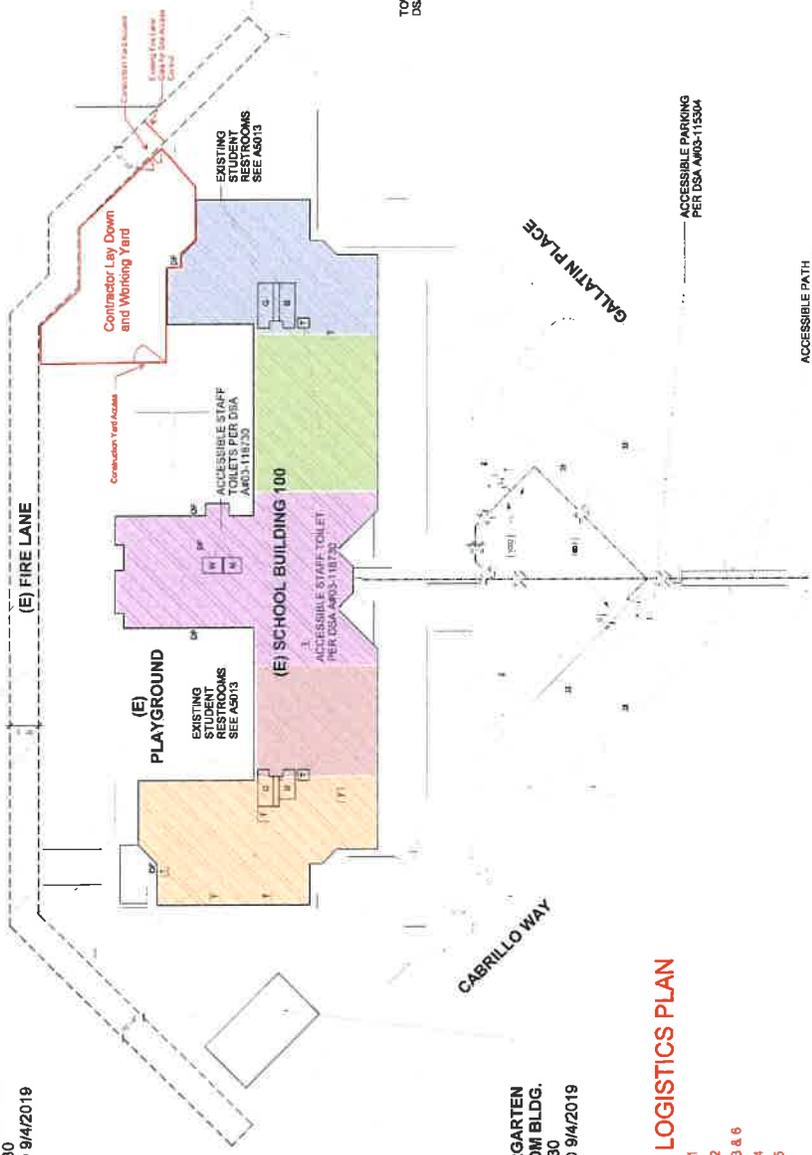
(E) TOILET BUILDING

(E) RELOCATABLE BUILDINGS A & B

(E) BUILDING 100
 A# 03-51343
 CLOSED 5/20/1992
 A# 03-118730
 CLOSED 9/4/2019

(E) KINDERGARTEN CLASSROOM BLDG.
 A# 03-118730
 CLOSED 9/4/2019

(E) RELOCATABLE BUILDINGS



SITE LOGISTICS PLAN

- PHASE 1
- PHASE 2
- PHASE 3 & 4
- PHASE 4
- PHASE 5

PROJECT: Robinson Elementary School Modernization
 200 Camino Viejo
 Oxnard, CA
 PRODUCT NO.:
 DRAWN BY: CAG/AD/PT
 CHECKED BY: CAG/AD/PT
 PROJECT NO.:
 SHEET TITLE: SITE LOGISTICS PLAN

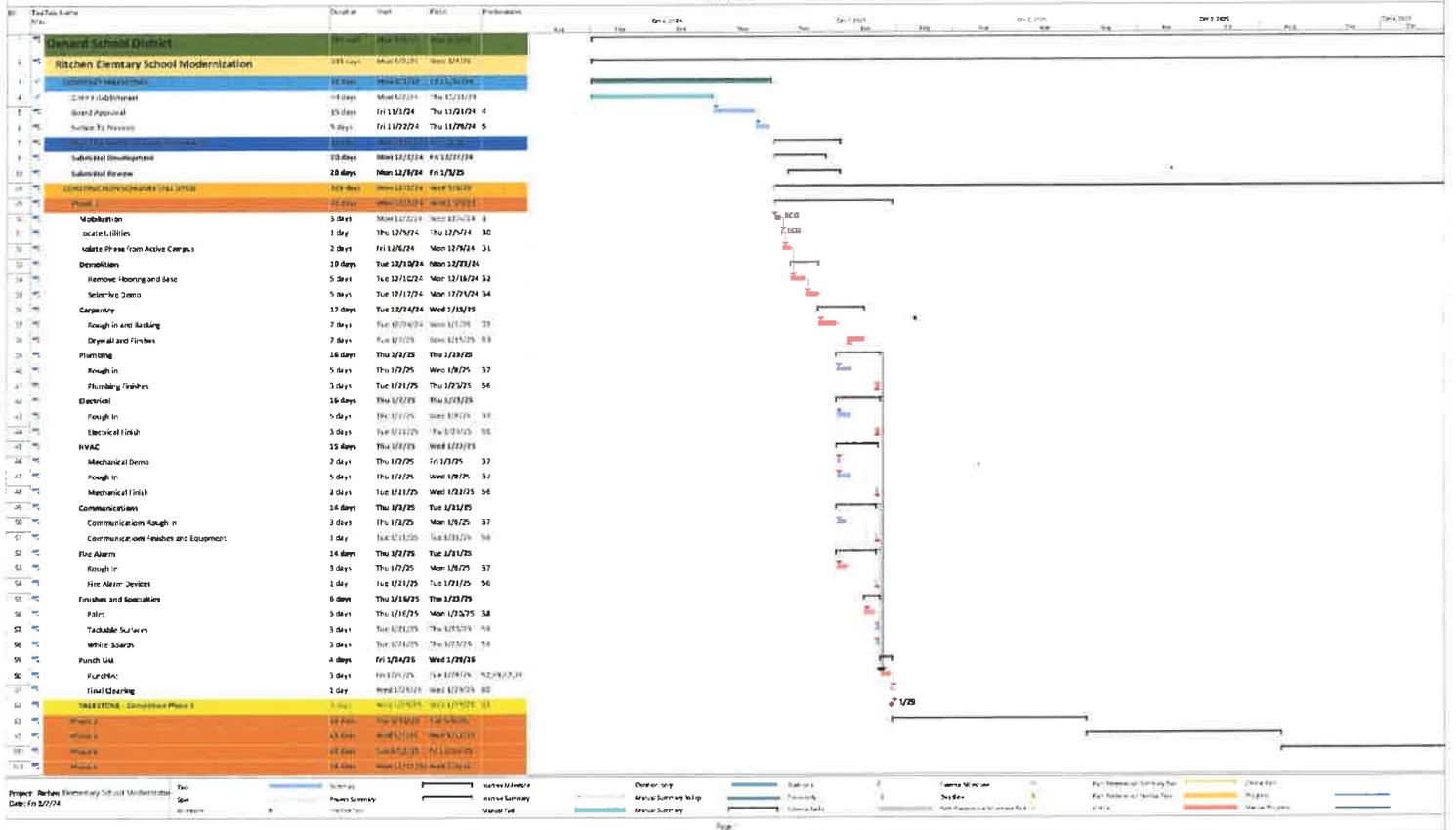


ACCESSIBLE PATH OF TRAVEL PER DSA A#03-118730

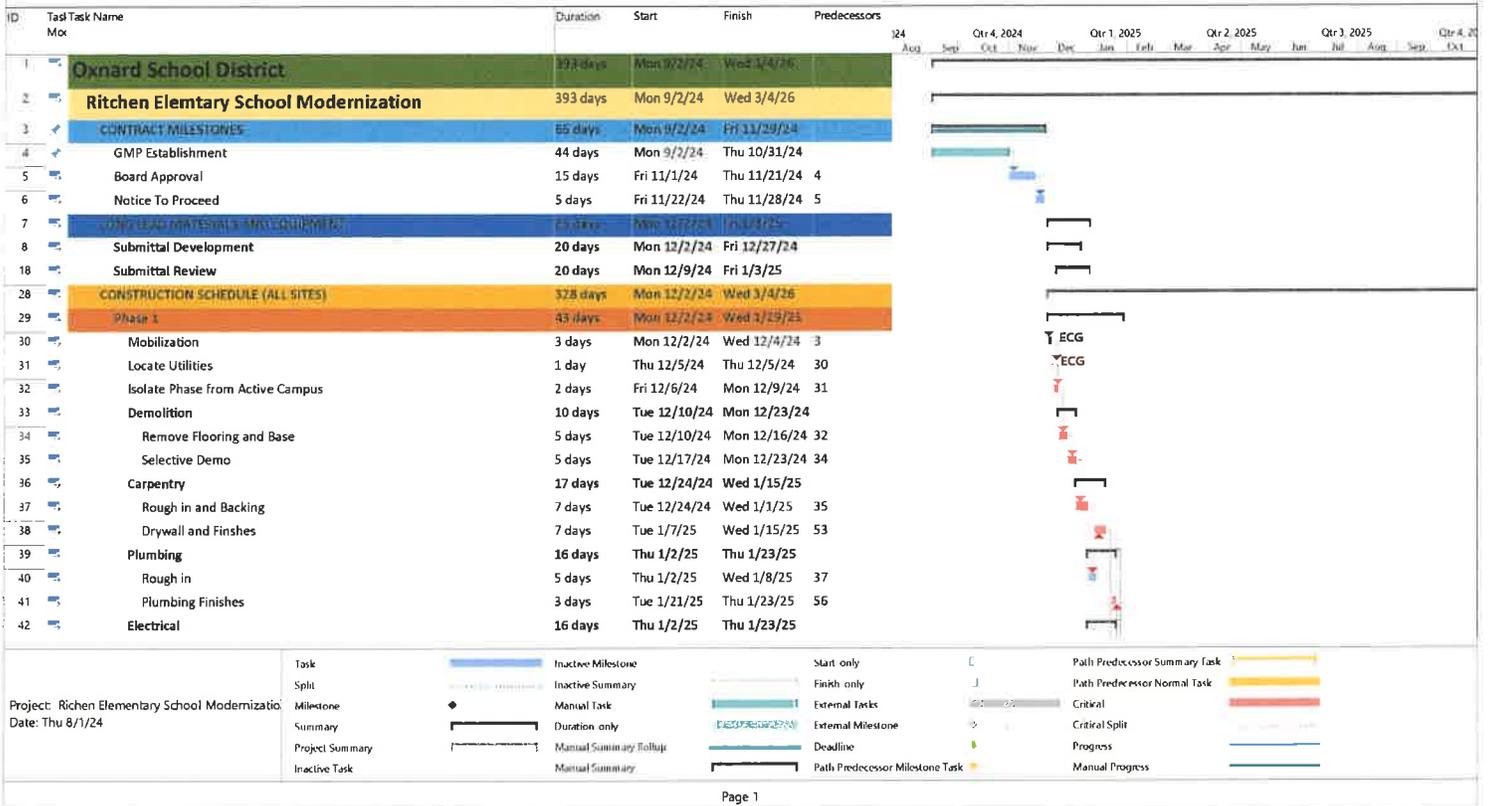
ACCESSIBLE PARKING PER DSA A#03-113304

TOW-AWAY SIGN PER DSA A#03-118730

**Oxnard School District
Richen Elementary School Modernization
Construction Schedule**
08/01/2014



Oxnard School District Ritchen Elementary School Modernization Construction Schedule 08/01/2024



Oxnard School District Richen Elementary School Modernization Construction Schedule 08/01/2024

ID	Task/Task Name Mox	Duration	Start	Finish	Predecessors
43	Rough In	5 days	Thu 1/2/25	Wed 1/8/25	37
44	Electrical Finish	3 days	Tue 1/21/25	Thu 1/23/25	56
45	HVAC	15 days	Thu 1/2/25	Wed 1/22/25	
46	Mechanical Demo	2 days	Thu 1/2/25	Fri 1/3/25	37
47	Rough In	5 days	Thu 1/2/25	Wed 1/8/25	37
48	Mechanical Finish	2 days	Tue 1/21/25	Wed 1/22/25	56
49	Communications	14 days	Thu 1/2/25	Tue 1/21/25	
50	Communications Rough In	3 days	Thu 1/2/25	Mon 1/6/25	37
51	Communications Finishes and Equipment	1 day	Tue 1/21/25	Tue 1/21/25	56
52	Fire Alarm	14 days	Thu 1/2/25	Tue 1/21/25	
53	Rough In	3 days	Thu 1/2/25	Mon 1/6/25	37
54	Fire Alarm Devices	1 day	Tue 1/21/25	Tue 1/21/25	56
55	Finishes and Specialties	6 days	Thu 1/16/25	Thu 1/23/25	
56	Paint	3 days	Thu 1/16/25	Mon 1/20/25	38
57	Tackable Surfaces	3 days	Tue 1/21/25	Thu 1/23/25	56
58	White Boards	3 days	Tue 1/21/25	Thu 1/23/25	56
59	Punch List	4 days	Fri 1/24/25	Wed 1/29/25	
60	Punchlist	3 days	Fri 1/24/25	Tue 1/28/25	52,49,42,39
61	Final Cleaning	1 day	Wed 1/29/25	Wed 1/29/25	60
62	MILESTONE - Completion Phase 1	0 days	Wed 1/29/25	Wed 1/29/25	61
63	Phase 2	69 days	Thu 1/30/25	Tue 5/6/25	
97	Phase 3	69 days	Wed 5/7/25	Mon 8/11/25	
131	Phase 4	69 days	Tue 8/12/25	Fri 11/14/25	
165	Phase 5	78 days	Mon 11/17/25	Wed 3/4/26	

Project: Richen Elementary School Modernization
Date: Thu 8/1/24

Task	Inactive Milestone	Start only	Path Predecessor Summary Task
Split	Inactive Summary	Finish only	Path Predecessor Normal Task
Milestone	Manual Task	External Task	Critical
Summary	Duration only	External Milestone	Critical Split
Project Summary	Manual Summary Rollup	Deadline	Progress
Inactive Task	Manual Summary	Path Predecessor Milestone Task	Manual Progress

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 01, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Change Order No. 001 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/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.

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

On March 05, 2025, the Board approved Amendment No. 001 to Construction Services Agreement #24-143.

On September 17, 2025, the Board approved Amendment No. 002 to Construction Services Agreement #24-143.

The purpose of Change Order No. 001 is to provide funds for various Potential Change Orders (PCO's).

FISCAL IMPACT:

\$295,836.12– Measure I Bond Funds 215

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order No. 001 for the Modernization Project at McAuliffe Elementary School in the amount of \$295,836.12.

ADDITIONAL MATERIALS:

Attached: [Change Order #001 \(344 Pages\)](#)

[Amendment #001 \(11 Pages\)](#)

[Agreement #24-143, Viola Constructors, Inc. \(62 Pages\)](#)



CHANGE ORDER #001

Date: 10/01/2025

Change Order NO. 001

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

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

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

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

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

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 6,908,240.50
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$ 239,140.33
ADJUSTED CONTRACT SUM	\$ 7,147,380.83
NET CHANGE	\$ 295,836.12

Total Change Orders to Date: **\$ 534,976.45**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 001..... **\$ 7,443,216.95**

Anticipated Commencement Date	03/06/25
Actual Commencement Date:	03/06/25
Original Completion Date:	08/30/26
Original Contract Time:	365 Calendar Days
Time Extension for all Previous Change Orders:	0 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	08/30/26
Percentage	0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO-002 Classroom Door Demolition Credit		(\$22,100.00)		
2.	PCO-003 Revised Door Hardware Schedule		\$43,719.62		
3.	PCO-004R Revised PT Ledger Fasteners		\$4,243.39		
4.	PCO-005 Add Air Admittance Valves at Classroom Sinks		\$8,709.25		
5.	PCO-006R1 Added Teacher Stations Phase 1 Classrooms per ASI-005R2		\$80,780.73		
6.	PCO-007 Additional Door and Frames per Returned Submittal		\$6,714.68		
7.	PCO-008 Added Casework Phase I		\$10,160.79		
8.	PCO-009 Delete Soffits/Infill T-Bar Ceilings Credit		(\$941.79)		
9.	PCO-010 Vinyl Wrapped Acoustical Wall Panels Credit		(\$21,056.00)		
10.	PCO-011 T-Bar Ceiling Code Requirement Changes Phase I		\$16,776.84		
11.	PCO-012 Extended Vinyl Wrapped Panels at Stem Wall Locations		\$3,594.93		
12.	PCO-013 Add SS Titan Anchors at Corridor Soffit Ledgers per RFI#059				\$7,156.06
13.	PCO-014 Plenum Rated Ceiling ACT Upgrade per CCD#003				\$12,629.68
14.	PCO-015 Relocate Thermostat		\$710.07		
15.	PCO-016 Duct Riser Blocking per RFI#028		\$8,931.92		
16.	PCO-017 Repair Termite Damage at Joists		\$3,701.59		
17.	PCO-018 Overtime for Schedule Recovery		\$88,979.21		
18.	PCO-019 Added Compression Post and Wires for Phase 3 for Code Compliance per CCD 003		\$14,710.06		
19.	PCO-020 Additional Demo, Blocking, and Patchback per CCD#003 Phase 1 and 2		\$12,511.93		
20.	PCO-021 Repair Termite Damage at RM#171		\$2,307.76		
21.	PCO-022R Repair Termite Damage at Classroom 1101		\$3,958.97		
22.	PCO-023 Add Flat Blocking for		\$2,065.06		

	Compression Post at Gyp Ceiling Phase 1				
23.	PCO-024 Remove and Replace Damaged Roof Sheathing per RFI#038		\$5,020.76		
24.	PCO-025 Added Backing per ASI004		\$2,550.61		
25.					
26.					
27.					
28.					
29.					
30.					
	Totals	\$ 0.00	\$276,050.38	\$ 0.00	\$19,785.74

Total Change Order No. 001\$ 295,836.12

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED)

BOARD APPROVAL

DATE: _____

ASST.SUPT/PURCHASING DIRECTOR _____

DATE: _____



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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #002: CE #006 - Credit Classroom Door Demolition

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:	002 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/7/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$22,100.00)

POTENTIAL CHANGE ORDER TITLE: CE #006 - Credit Classroom Door Demolition

CHANGE REASON: Value Engineering

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

CE #006 - Credit Classroom Door Demolition

The following PCO reflects the contract credit for removal and disposal of all classroom doors. This scope removed from contract per CFW.

ATTACHMENTS:

[Door Demo Credit.pdf](#)

#	Budget Code	Description	Amount
1	200-241.190.Subcontract Selective Demolition.Subcontract	Wright Sawing and Breaking Contract Credit	\$(22,100.00)
		Subtotal:	\$(22,100.00)
		LLB Fee (0.00%):	\$0.00
		Bond & Insurance (0.00%):	\$0.00
		Grand Total:	\$(22,100.00)

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, email=nick@violainc.com,
 o=Viola Inc., c=United States
 Nick Shipp
Date: 2025.05.07
 08:53:10-0700

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ 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

April 21, 2025

Viola Constructors, Inc.
Attn: Nick
P.O. Box 5624
Oxnard, CA 93031

RE: McAuliffe ES Modernization

DOOR DEMO CREDIT

Dear Nick:

Below is the credit for work not performed by Wright Sawing & Breaking:

--Sheet A2001		
Door credit-notes 2025 & 2308		\$7,200.00
--Sheet A2002		
Door credit-notes 2025 & 2308		\$9,300.00
--Sheet A2003		
Door credit-notes 2025 & 2308		\$5,600.00
	TOTAL	\$22,100.00

If you have any questions, please give the office a call.

Very truly yours,

Charles L. Wright
Charles L. Wright

CLW/amw



PCO #003

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #003: Revised Door Hardware Schedule

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:	003 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/8/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$43,719.62

POTENTIAL CHANGE ORDER TITLE: Revised Door Hardware Schedule

CHANGE REASON: Design Development

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

CE #005 - Door Hardware Revisions

The following PCO reflects the additional costs as a result of the revised door and hardware schedule dated 4/28/2025. Included is the additional cost impact for Import Tarrif Surcharge from Allegion and material escalation breakdown. This PCO requires expedited review and approval to avoid delay in procurement.

ATTACHMENTS:

[Master_Door_Hardware_Submittal_may5th2025.pdf](#) , [Flylock Change Order - FLCR0005 Net Cost Adjustment & RFI Consolidation.pdf](#)

#	Budget Code	Description	Amount
1	800-810.000.Subcontract Doors and Frames.Subcontract	FlyLock CO#05	\$39,305.88
Subtotal:			\$39,305.88
LLB Fee (8.00%):			\$3,144.47
Bond & Insurance (2.99%):			\$1,269.27
Grand Total:			\$43,719.62

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 . 07/21/25
 SIGNATURE DATE

 SIGNATURE DATE

 7/21/25
 SIGNATURE DATE

SUBCONTRACTOR CHANGE ORDER

PROJECT NAME	McAuliffe ES Modernization		
LOCATION OF WORK	3300 Via Marina Avenue, Oxnard, CA 93035		
PROJECT ID	#25-26	CHANGE ORDER NO.	FLCR0005
REQUESTING PARTY	Steven Klemmer, Flylock Security Solutions	DATE OF REQUEST	5/8/2025
PROJECT MANAGER	Nick Shipp	CONTRACTOR	Viola Inc.
OWNER	Oxnard School District	ENGINEER	Luis Aguilar

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Net Cost Adjustment & RFI Consolidation
REASON FOR CHANGE	<p>Reason for Change Summary</p> <p>1. Approved Scope Changes Authorized RFIs #4-#24 result in a net increase of \$4,759.52, covering:</p> <ul style="list-style-type: none"> • Key cylinders for interior and restroom doors • Revised hardware-set assignments (fixed-mullion, restroom, library) • Armored-door-loop substitutions and no-cost confirmations <p>2. Market-Driven Cost Escalation Since award, vendor list-price increases, new tariffs and supply-chain pressures have driven material costs up by \$34,546.36, composed of:</p> <ul style="list-style-type: none"> • Door hardware & accessories repricing (all hinges, locks, closers, cylinders, gasketing, panic devices and related accessories) — see detailed breakout for a combined delta of \$28,808.93 • Import tariff surcharge (March 14 & April 22 updates) — \$6,937.43 • Bullet-resistant transaction windows repricing due to tariff-driven supply-chain constraints — \$800.00
SPECIFICATIONS	Affected openings: ALL. Price includes Allegion tariff surcharge. Documentation attached.

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	\$452,886.74
NET INCREASE / DECREASE	\$39,305.88
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$35,375.30 10%: \$3,930.58 \$39,305.88

CHANGE IN CONTRACT TIMES

ORIGINAL TIMES	
NET INCREASE / DECREASE	None
TOTAL CONTRACT TIME WITH APPROVED CHANGES	

RECOMMENDED BY ENGINEER OF RECORD	APPROVED BY OWNER
DATE	DATE
ACCEPTED BY CONTRACTOR	REVIEWED BY FUNDER
DATE	DATE

Door Hardware Price Reconciliation

Item	Qty	Original Unit	Current Unit	Unit Δ	Extended Δ
Hinges (5BB1HW)	63	\$45.00	\$49.25	+\$4.25	\$267.75
Kick Plates (8400 US32D)	6	\$85.00	\$88.32	+\$3.32	\$19.92
Floor Stops (FS18L)	15	\$20.00	\$20.86	+\$0.86	\$12.90
Door Pulls (VR910-DT)	6	\$350.00	\$354.09	+\$4.09	\$24.54
Door Pulls (VR910-NL)	9	\$350.00	\$354.09	+\$4.09	\$36.81
Recessed Closers (SEM7850)	6	\$640.00	\$642.81	+\$2.81	\$16.86
Main Closers w/ Spacer (4040XP + ST-1944)	24	\$849.23	\$896.26	+\$47.03	\$1128.72
Position Switches (679- 05HM)	21	\$130.00	\$132.56	+\$2.56	\$53.76
Mortise Cylinders (20-061- ICX)	9	\$230.00	\$233.87	+\$3.87	\$34.83
FSIC Cores (23-030 EV29 T)	89	\$160.00	\$171.60	+\$11.60	\$1032.40
Power Supplies (PS902- 900-2RS)	9	\$1100.00	\$1239.48	+ \$139.48	\$1255.32
Panic Device EO-F (PAAXRX-98EO-F)	3	\$3200.00	\$3321.31	+ \$121.31	\$363.93
Panic Device RHR-FSE (PAAXRX-98-L-F)	3	\$5400.00	\$5524.87	+ \$124.87	\$374.61
Weatherstrip 36×84 (Zero 429AA)	3	\$250.00	\$262.91	+\$12.91	\$38.73
Weatherstrip 72×84 (Zero 429AA)	6	\$290.00	\$309.30	+\$19.30	\$115.80
Subtotal Door Hardware Repricing					\$28,808.93



Allegion Americas
11819 N. Pennsylvania Street
Carmel, Indiana, 46032

March 14, 2025

To: Allegion Customer

RE: Notice of Tariff Surcharges

Valued Allegion Customer,

While the majority of our supply chain is based in the United States, new tariffs impacting the United States and its trade partners are driving cost increases across some raw materials, components, and finished products. Allegion has ongoing sourcing and manufacturing actions underway to help mitigate this inflationary impact, however, it is necessary we pass along these increases.

As a result, the following pricing updates are effective as of Monday, March 17, 2025:

- 1) Allegion will apply a surcharge on all new orders received on or after the effective date as follows:
 - Locks & Access Solutions
 - Schlage & Falcon Commercial Locks: 2%
 - Dexter Commercial Locks: 2%
 - Schlage Commercial Electronics (Elocks, Credentials/Readers): 2%
 - Schlage ECS (Maglocks & Power Supplies): 6%
 - Locknetics: 2%
 - Exits
 - Von Duprin & Falcon Exits: 2%
 - Dexter Exits: 2%
 - Von Duprin Electronic Accessories (EPT, 6000 series, Power Supplies): 6%
 - Accessories
 - All Brands: GJ, IVES, Zero, SOSS: 2%
 - Door Controls
 - LCN Cast Iron: 2%
 - LCN & Falcon Auto Operators: 2%
 - LCN, Falcon & Dexter Aluminum (4050, 1250, 1450, SC Series, DC Series): 6%
 - LCN Magnets: 6%
- 2) These surcharges apply to all order types (both project quotes and buy program orders).
- 3) All orders received prior to March 17, 2025, but not acknowledged will not have surcharges applied.

We will continue to monitor market conditions and will take the appropriate actions. If you have any questions regarding these changes, please reach out to your Allegion sales representative.

Thank you for your continued support, business and partnership with Allegion.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Ilardi". The signature is fluid and cursive, with the first name "Dave" and last name "Ilardi" clearly distinguishable.

Dave Ilardi

Senior Vice President and President, Allegion Americas



April 22, 2025

RE: Notice of Updated Tariff Surcharges

Valued Allegion Customer,

RE: Notice of Updated Tariff Surcharges

Valued Allegion Customer,

As previously communicated, we have continued to monitor market conditions related to tariffs affecting the Americas region. Recently, the United States imposed additional tariffs on raw materials, components, and finished products from all countries while also increasing tariffs previously announced on China. As we continue our efforts to mitigate the impact to you, it is necessary we announce an update to our current tariff surcharge rates. The new rates below will supersede previous tariff surcharges established on Monday, March 17, 2025.

The following tariff surcharges are effective Monday, April 28, 2025:

1. Allegion will apply a tariff surcharge on all new orders received on or after the effective date as follows:

Locks & Access Solutions

- Schlage & Falcon Commercial Locks: 4.5%
- Dexter Commercial Locks: 8%
- Schlage Commercial Electronics
- (Elocks, Credentials/Readers): 4.5%
- Schlage ECS (Maglocks & Power Supplies): 8%
- Locknetics: 8%

Exits

- Von Duprin & Falcon Exits: 4.5%
- Dexter Exits: 8%
- Von Duprin Electronic Accessories (6000 series, Power Supplies): 8%

Accessories

- GJ, Zero: 4.5%
- Ives, SOSS: 8.0%
- Trimco: 0.0% (Previously announced 4.5% list price effective 4/1)

Door Controls

- LCN Cast Iron: 4.5%
- LCN & Falcon Auto Operators: 4.5%
- LCN 4050: 8.0%
- LCN, Falcon & Dexter Aluminum: 12%
- LCN Magnets: 12%

Residential

- Schlage Mechanical/Electronics: 4.5%
- J Series & Dexter: 8%
- Builders Hardware: 12%

AD Systems: 4.5% (for all orders that have not been released for production on or before 4/28/2025)

2. The increased tariff surcharges apply to all order types including project quotes and buy program orders and will supersede (not incremental to) prior tariff surcharges.

3. All orders received prior to April 28, 2025, will maintain the original surcharge amount effective on March 17, 2025.

4. For additional resources regarding specific family series of products and the relevant tariff surcharge rate, please visit the Allegion customer portal at <https://360portal.allegion.com> [click.allegion.com]

We will continue to monitor market conditions and will take any appropriate actions to keep you informed. If you have any questions regarding these updates, please reach out to your Allegion sales representative.

Thank you for your continued support, business, and partnership with Allegion.

Sincerely,

Dave Ilardi

Senior Vice President and President,
Allegion Americas



Change Order #

3R

DATE: May 22, 2025

PROJECT: McAuliffe ES

Cost associated with RFI 40. Revised due to changes in distance from 12" to 24".

Description	Qty	Unit	Unit Price	Extension	
Stainless steel titen anchors	175	each	\$ 7.83	\$ 1,370.25	
Material Subtotal				\$ 1,370.25	
Material Sales Tax			9.25%	\$ 126.75	
CA Additional Lumber Assessment			1%	\$ -	
Material Total				\$ 1,497.00	
Labor Journeyman	22	hour	\$ 89.60	\$ 1,971.20	
Labor Foreman		hour	\$ 93.21	\$ -	
Subtotal				\$ 3,468.20	
Profit & Overhead			15%	\$ 520.23	\$346.80
Total Change Order				\$ 3,988.43	\$3,815.00



DAILY TIME AND MATERIAL RECORD

School Name: McAulife Elementary School
Project Name: McAulife Elementary School
Project Description: School
Issued To: VIOLA INC. CONSTRUCTION

Report No.:
Date Performed: 5/15/2025
Date of Report: 5/15/2025
CD No.:

Description of Added Scope of Work: New Bldg.
add anchor bolts to ledger per RFI

No Cost Change Cost Change Costs Associated With Ref #

50 - anchors per classroom -(total 350)
2 men 2 1/2 days (40 Hrs.)
supervision 4 Hrs.

total 44 Hrs.

Material Description:

350 HD anchors

Approval Issued By: Signature & Title Name (Printed) Date



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #40: Tap Con ICC Issue with PT Wood

Status	Closed on 05/15/25		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	May 7, 2025	Due Date	May 16, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	18&23/A8300	Reference	
Linked Drawings			
Received From	Tim Hoyt		
Copies To	Luis Aguilar (Viola Inc.), Jentsen Cadacio (Viola Inc.) , Mike Ellis (Viola Inc.), Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Wednesday, May 7, 2025 at 01:22 PM PDT

Per request from DSA Inspector, pressure treated ledgers were installed as indicated for details 18 and 23 of sheet A8300 for the soffit where in contact with CMU, via Tap Cons. Per ICC ESR 1671, under 5.9 conditions of use. Tap Cons aren't approved for use with PT Lumber. Propose using Stainless - Steel Titen HD Heavy Duty Screw Anchor, THDC25400H6SS, 1/4" x 4". Please see attached Report.

Attachments

[RFI_TapConsonPTWood.pdf](#), [RFI_TapConAlt.ICC](#)

Official Response

Response from Luis Aguilar Viola Inc. on Thursday, May 15, 2025 at 07:03 AM PDT

1/4" stainless steel Titen-HD anchors are not listed for use in the ICC report. It is permissible to use 3/8" x 4" stainless steel Titen-HD anchors, or 1/4" x 4" Carbon Steel anchors. Per highlighted section 5.11, carbon-steel anchors are permitted for use in preservative treated wood.

Anchors shall be installed per ICC ESR-1056. 1/4" anchors shall have 2-1/2" minimum embedment into masonry and 3/8" anchors shall have 2-3/4" minimum embedment into masonry.

Cheyne Knight, SE
 Buehler Engineering, Inc.

Attachments

[RFI040_Tap Con ICC Issue with PT Wood \(Buehler Response\).pdf](#)

All Replies**Response from Luis Aguilar Viola Inc. on Thursday, May 15, 2025 at 07:03 AM PDT**

1/4" stainless steel Titen-HD anchors are not listed for use in the ICC report. It is permissible to use 3/8" x 4" stainless steel Titen-HD anchors, or 1/4" x 4" Carbon Steel anchors. Per highlighted section 5.11, carbon-steel anchors are permitted for use in preservative treated wood.

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Cheyne Knight, SE
Buehler Engineering, Inc.

Attachments

[RFI040_Tap Con ICC Issue with PT Wood \(Buehler Response\).pdf](#)



ON ACCOUNT



885 - Burbank CA (RHS)
 2901 Thornton Ave.
 Burbank, CA, 91504
 (818) 842-3667

QUOTE

66032353

**THIS IS A QUOTE ONLY DO NOT SHIP OR
 TENDER FUNDS**

Sold To: 4050000
 ABDELLATIF ENT'P INC.
 26072 MERIT CIR #103
 LAGUNA HILLS, CA, 92653
 949-215-4790

Ship To : MCAULIFFE ELEMENTARY SCHOOL,10005505192
 3300 VIA MARINA AVENUE
 OXNARD, CA, 93035
Job Site Contact:
Job Site Phone:
Map #:

02:21 PM

Ordered By: HAZEM ABDELATIF

Contact Phone: 949-463-2450

Quote Number		Quote Date	Valid Until	Request Date		Sales Person
66032353		05/15/2025	05/22/2025			Dodge, A
Terms		Shipping Method	Quote Name	Customer PO		Created By
210THN11TH		0. Will Call				Dodge, A
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount
	H/M			Unit WT	COO	
10	137THD3744SS	3/8"X4" 304 SS TITEN HD SCREW ANCHOR SIMPSON	350	EA .17 LBS	\$7.83	\$2,740.50

Shipped amount	\$2,740.50
Order charges	\$0.00
Tax amount	\$287.74
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$3,028.24

Shipped Weight: **59.50** Customer acceptance signature: _____ Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE 05/22/2025 DATE.

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com.

WHITE CAP RESERVES THE RIGHT TO ADJUST PRICES TO REFLECT THE IMPACT OF ANY TARIFFS, DUTIES, OR SIMILAR GOVERNMENTAL CHARGES IMPOSED OR INCREASED AFTER THE DATE OF THIS QUOTE BUT PRIOR TO EXPIRATION.



Viola Incorporated
 5811 Olivas Park Dr, Suite 204
 Ventura, California 93003
 P: (805) 487-3871
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Project: 2526 McAuliffe ES Modernization
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RFI #40: Tap Con ICC Issue with PT Wood

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Attachments

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Awaiting an Official Response

1/4" stainless steel Titen-HD anchors are not listed for use in the ICC report. It is permissible to use 3/8" x 4" stainless steel Titen-HD anchors, or 1/4" x 4" Carbon Steel anchors. Per highlighted section 5.11, carbon-steel anchors are permitted for use in preservative treated wood.

Anchors shall be installed per ICC ESR-1056. 1/4" anchors shall have 2-1/2" minimum embedment into masonry and 3/8" anchors shall have 2-3/4" minimum embedment into masonry.

Cheyne Kight, SE
Buehler Engineering, Inc.



Revised Response:

Referencing PCO #004.

Please provide Titen Anchors, as recommended for pressure treated wood.

Per SEdR confirmation, Titen Anchors to be installed at 12" o.c.

Locate them 6" offset of the existing installed Tapcons.

Ruben R.

Arcadis

05/27/2025

ICC-ES Evaluation Report

ESR-1056

Reissued March 2025

This report also contains:

- [City of LA Supplement](#)

Subject to renewal March 2026

- [FL Supplement w/ HVHZ](#)

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<p>DIVISION: 04 00 00— MASONRY</p> <p>Section: 04 05 19.16— Masonry Anchors</p>	<p>REPORT HOLDER: SIMPSON STRONG-TIE COMPANY INC.</p> 	<p>EVALUATION SUBJECT: SIMPSON STRONG-TIE TITEN HD® SCREW ANCHORS</p>	
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1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2021, 2018, 2015, and 2012 [International Building Code® \(IBC\)](#)
- 2021, 2018, 2015, and 2012 [International Residential Code® \(IRC\)](#)

Property evaluated:

- Structural

2.0 USES

The Titen HD® screw anchor is for installation in predrilled holes to anchor building components to fully grouted or hollow (ungrouted) concrete masonry wall construction.

The Titen HD screw anchors are alternatives to cast-in-place anchors described in Section 8.1.3 (2016 or 2013 edition), or Section 2.1.4 (2011 edition) of [TMS 402](#) as referenced in Section [2107.1](#) of the IBC.

The anchors are permitted to be used in structures regulated by the IRC, provided an engineered design is submitted in accordance with IRC Section [R301.1.3](#).

3.0 DESCRIPTION

3.1 Materials:

3.1.1 Titen HD Screw Anchor: The Titen HD screw anchor is a threaded screw anchor available with a hex-washer head or a countersunk head in carbon steel and in stainless steel. The carbon steel Titen HD screw anchors are manufactured from heat-treated steel complying with [SAE J403](#) Grade 10B21, and has either an electrodeposited coating of zinc in accordance with [ASTM B633](#), Service Condition SC1, Type III; or a mechanically deposited coating of zinc in accordance with [ASTM B695](#), Class 65, Type I. The stainless steel Titen HD screw anchors are manufactured from AISI Type 304 or AISI Type 316 stainless steel material. The leading hardened carbon steel helical-coil cutting thread is made of carbon steel complying with the manufacturer's quality documentation.

Carbon steel Titen HD screw anchors with electrodeposited zinc coating and a hex-washer head are available with nominal $1/4$ -, $3/8$ -, $1/2$ -, $5/8$ -, and $3/4$ -inch (6.4, 9.5, 12.7, 15.9 and 19.1 mm) shank diameters. Carbon steel Titen HD screw anchors with mechanically deposited zinc coating and a hex-washer head are available with nominal $3/8$ -, $1/2$ -, $5/8$ -, and $3/4$ -inch (9.5, 12.7, 15.9 and 19.1 mm) shank diameters. Stainless steel Titen HD screw anchors with a hex-washer head are available with nominal $3/8$ -, $1/2$ -, $5/8$ -, and $3/4$ -inch (9.5, 12.7, 15.9 and 19.1 mm) shank diameters. Carbon steel Titen HD screw anchors with a countersunk head are available with nominal $1/4$ - and $3/8$ -inch (6.4 and 9.5 mm) shank diameters. Stainless steel Titen HD screw anchor with a countersunk head is available with nominal $3/8$ -inch (9.5 mm) shank diameter. Refer to [Figure 1A](#), [1B](#), [1C](#) and [1D](#) for an illustration of a typical screw anchor.

3.1.2 Grout-filled Concrete Masonry: The specified compressive strength of masonry at the time of installation, f'_m , at 28 days must be a minimum of 1,500 psi (10.3 MPa) for carbon steel Titen HD screw anchors and a minimum of 2,000 psi (13.9 MPa) for stainless steel Titen HD screw anchors, when installed in the face of fully grouted CMU and top of grout-filled CMU construction. The specified compressive strength of masonry at the time of installation, f'_m , at 28 days must be a minimum of 2,000 psi (13.8 MPa) for carbon steel Titen HD screw anchors when installed in the end of fully grouted CMU. Fully grouted masonry walls must be constructed from the following materials:

3.1.2.1 Concrete Masonry Units (CMUs): CMUs must be minimum Grade N, Type II, lightweight, medium-weight, or normal-weight, closed-end, conforming to [ASTM C90](#). The minimum allowable nominal size of the CMU must be 8 inches (203.2 mm) wide by 8 inches (203.2 mm) high by 16 inches (406.4 mm) long.

3.1.2.2 Grout: Grout must comply with IBC Section [2103.3](#) (2021, 2018 and 2015 IBC), [2013.13](#) (2012 IBC), or Section [R606.2.12](#) (2021 and 2018 IRC), [R609.2.11](#) (2015 IRC), Section [R609.1.1](#) (2012 IRC), as applicable. Alternatively, the grout must have a minimum compressive strength when tested in accordance with [ASTM C1019](#) equal to its specified strength, but not less than 2,000 psi (13.8 MPa).

3.1.2.3 Mortar: Mortar must be Type M or S in compliance with IBC Section [2103.2.1](#) (2021, 2018 and 2015 IBC), Section [2103.9](#) (2012 IBC), or IRC Section [R606.2.8](#) (2021 and 2018 IRC), [R606.2.7](#) (2015 IRC), [R607.1](#) (2012 IRC), as applicable.

3.1.3 Hollow (Ungrouted) Concrete Masonry: The compressive strength of masonry at the time of installation, f'_m , at 28 days must be a minimum of 2,000 psi (10.3 MPa). Hollow masonry walls must comply with [Chapter 21](#) of the IBC and must be constructed from the following materials:

3.1.3.1 Concrete Masonry Units (CMUs): CMUs must be minimum Grade N, Type II, lightweight, medium-weight, or normal-weight, closed-end, conforming to ASTM C90. The minimum allowable nominal size of the CMU must be 8 inches (203.2 mm) wide by 8 inches (203.2 mm) high by 16 inches (406.4 mm) long.

3.1.3.2 Mortar: Mortar must be Type M or S in compliance with IBC Section [2103.2.1](#) (2021, 2018 and 2015 IBC), Section [2103.9](#) (2012 IBC), or IRC Section [R606.2.8](#) (2021 and 2018 IRC), [R606.2.7](#) (2015 IRC), [R607.1](#) (2012 IRC), as applicable.

3.2 Design:

3.2.1 General: Anchors described in this report are assigned allowable tension and shear loads for designs based on allowable stress design (working stress design). Use of the anchors to resist vibratory and moving loads, such as those produced by reciprocating engines, cranes and vehicles, is beyond the scope of this report.

3.2.2 Design of Anchors Installed in CMU Masonry: Allowable tension and shear loads for anchors installed in the face of fully grouted CMU masonry are noted in [Table 1](#) for structures complying with the IBC or IRC. The allowable tension and shear loads are for anchors installed in the grouted cells, the center web of CMU units, and horizontal mortared bed joints of fully grouted CMU masonry construction. Allowable loads for anchors installed in the vertical head joint of the CMU units are outside the scope of this report. Edge and end distances, and spacing requirements for anchors installed in the face of fully grouted CMU masonry, as shown in [Figure 2](#), are noted in [Table 1](#). Allowable load reduction factors for anchors installed at reduced edge distances, and reduced spacing, are noted in [Tables 2](#) and [3](#).

Allowable tension and shear loads for $1/2$ -inch and $5/8$ -inch (12.7 mm and 15.9 mm) carbon steel Titen HD screw anchors installed in the top of fully grouted concrete masonry (CMU grouted cores and CMU webs), are noted in [Table 4](#) for anchors installed in structures complying with the IBC or IRC.

Allowable tension and shear loads for $3/8$ -inch, $1/2$ -inch, $5/8$ -inch and $3/4$ -inch (9.5 mm, 12.7 mm, 15.9 mm and 19.1 mm) stainless steel Titen HD screw anchors installed in the face of hollow masonry are noted in [Table 5](#) for anchors installed in structures complying with the IBC or IRC. Edge and end distances, and spacing

requirements for anchors installed in the face of hollow CMU masonry, as shown in [Figure 4](#), are noted in [Table 5](#). Allowable load reduction factors for anchors installed at reduced edge distances, and reduced spacing, are noted in [Tables 6](#) and [7](#).

Allowable tension and shear loads for ¹/₄-inch and ³/₈-inch (6.4 mm and 9.5 mm) carbon steel Titen HD screw anchors installed in the end of fully grouted and hollow concrete masonry are noted in [Tables 8](#) and [9](#), respectively, for anchors installed in structures complying with the IBC or IRC. Edge and end distances, and spacing requirements for anchors installed in the end of fully grouted and hollow CMU masonry, as shown in [Figures 5](#) and [6](#), are noted in [Tables 8](#) and [9](#), respectively.

Allowable loads for anchors installed in the face or end of fully grouted CMU masonry walls subjected to combined shear and tension forces must be determined by the following equation:

$$\left(\frac{P_s}{P_t}\right) + \left(\frac{V_s}{V_t}\right) \leq 1.0$$

where:

P_s	=	Applied service tension load.
P_t	=	Allowable service tension load.
V_s	=	Applied service shear load.
V_t	=	Allowable service shear load.

4.0 DESIGN AND INSTALLATION

Titen HD screw anchors must be installed by drilling a pilot hole into the substrate using a handheld electro-pneumatic rotary hammer drill with a carbide-tipped drill bit conforming to [ANSI B212.15-1994](#). The pilot hole must have the same diameter as the nominal diameter of the anchor. Rotary hammer drill must be set to rotation-only mode when drilling into hollow (ungrouted) CMU. The hole is drilled to the specified embedment depth plus ¹/₂ inch (12.7 mm). Dust and debris in the hole must be removed by using oil-free compressed air. The Titen HD screw anchor must be installed into the hole to the required embedment using a socket wrench or powered impact wrench.

4.1 Installation in Fully Grouted CMU Masonry: Anchors installed in the face of fully grouted CMU construction must be limited to the face shell of the CMU unit (center web and grouted cores) and the horizontal mortared bed joints, as indicated by the shaded areas in [Figure 2](#). Anchors installed in a T-joint, the mortared head joint, or the end webs of a CMU unit, as indicated in the non-shaded areas in [Figure 2](#), are outside the scope of this report. For anchors installed in the end of fully grouted CMU construction, anchors may be installed in grouted cores or the horizontal mortared bed joints as shown in [Figure 5](#).

For anchors installed in the top of fully grouted concrete masonry (CMU grouted cores and CMU webs), anchor location must comply with the minimum edge and end distances noted in [Table 4](#) and shown in [Figure 3](#). Anchors installed in the mortared head joint are outside the scope of this report.

4.2 Installation in Hollow CMU Masonry: Anchors installed in the face of hollow CMU construction must be limited to the face shell of the CMU unit (center web and hollow cores) as indicated by the shaded areas in [Figure 4](#). Anchors installed in a horizontal mortared bed joint, T-joint, the mortared head joint, or the end webs of a CMU unit, as indicated in the non-shaded areas in [Figure 4](#), are outside the scope of this report.

For anchors installed in the end of hollow CMU construction, anchors location must comply with the minimum edge and end distances noted in [Table 9](#) and as shown in [Figure 6](#). Anchors installed in a horizontal mortared bed joint, as indicated by the circled areas of [Figure 6](#), are outside the scope of this report.

4.3 Installation with Special Inspection (When Required):

Anchors must be installed with special inspection. For the IBC and IRC, special inspection must conform to Sections [1704](#) and [1705](#) of the IBC.

For fasteners installed with special inspection, the following items, as applicable, must be inspected: fastener type and dimensions; masonry unit type and compliance with ASTM C90; grout and mortar compressive strengths, and (when required) masonry prism compressive strength; drill bit size and compliance with ANSI B212.15-1994; and fastener embedment, spacing, and edge (and end) distances. The special inspector must inspect and verify that anchor installation complies with this evaluation report and Simpson Strong-Tie Company's published installation instructions.

5.0 CONDITIONS OF USE:

The Titen HD Screw Anchors described in this report comply with, or are suitable alternatives to what is specified in, the codes listed in Section [1.0](#) of this report, subject to the following conditions:

- 5.1 Anchors are identified and installed in accordance with this report and the manufacturer's published installation instructions. In case of conflict, this report governs.
- 5.2 **Grouted Masonry under IBC or IRC:** Anchors installed in the face, top or end of fully grouted CMU masonry may be used to resist short-term loading due to wind or seismic forces in structures assigned to Seismic Design Categories A through F under the IBC.

When using the basic load combinations in accordance with 2021 IBC Section [1605.1](#), or 2018, 2015 and 2012 IBC Section [1605.3.1](#), allowable loads are not permitted to be increased for seismic or wind loading. The allowable stress increase or load reduction is not permitted under the 2021, 2018, 2015 and 2012 codes.
- 5.3 Hollow Masonry under IBC or IRC: Anchors installed in the face or end of hollow CMU masonry may be used to resist short-term loading due to wind or seismic forces in structures assigned to Seismic Design Categories A and B only under the IBC. The allowable loads or load combinations for the anchors shall not be adjusted for anchors subjected to wind or seismic loads.
- 5.4 Fatigue and Shock Loading: Since an ICC-ES acceptance criteria for evaluating data to determine the performance of screw anchors subjected to fatigue or shock loading is unavailable at this time, the use of these anchors under these conditions is beyond the scope of this report.
- 5.5 Fire-resistive Construction: Where not otherwise prohibited by the applicable code, anchors are permitted for use with fire-resistance-rated construction provided that at least one of the following conditions is fulfilled:
 - Anchors are used to resist wind or seismic forces only.
 - Anchors that support fire-resistance-rated construction or gravity load-bearing structural elements are within a fire-resistance-rated envelope or a fire-resistance-rated membrane, are protected by approved fire-resistance-rated materials, or have been evaluated for resistance to fire exposure in accordance with recognized standards.
 - Anchors are used to support nonstructural elements.
- 5.6 Cracked Masonry: Since an ICC-ES acceptance criteria for evaluating the performance of screw anchors in cracked masonry is unavailable at this time, the use of anchors is limited to installation in uncracked masonry. Cracking occurs when $f_t > f_r$ due to service loads or deformations.
- 5.7 Anchors are installed in substrates in holes predrilled with carbide-tipped masonry drill bits complying with ANSI B212.15-1994, and having the same diameter as the nominal diameter of the anchor. Rotary hammer drill must be set to rotation-only mode when drilling into hollow (ungrouted) CMU.
- 5.8 Calculations demonstrating that the applied loads are less than the allowable loads described in this report, must be submitted to the building official. The calculations must be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.
- 5.9 Special inspection, when required, must be provided in accordance with Section [4.3](#).
- 5.10 Use of carbon steel Titen HD screw anchors with electrodeposited zinc coating in accordance with [ASTM B633](#) as described in Section [3.1.1](#) is limited to dry, interior locations.
- 5.11 Use of carbon steel Titen HD screw anchors with mechanically deposited zinc coating in accordance with [ASTM B695](#) as described in Section [3.1.1](#) is permitted for exterior exposure or damp environments, and for interior locations where anchors are in contact with preservative-treated and fire-retardant-treated wood.
- 5.12 Use of stainless steel Titen HD screw anchors as described in Section [3.1.1](#). is permitted for exterior exposure or damp environments.
- 5.13 The Titen HD screw anchors are manufactured by Simpson Strong-Tie Company under a quality control program with inspections by ICC-ES.

6.0 EVIDENCE SUBMITTED

Data in accordance with the [ICC-ES Acceptance Criteria for Predrilled Fasteners \(Screw Anchors\) in Masonry \(AC106\)](#), dated March 2018 (Editorially revised December 2020), including the following optional tests:

- 6.1 Anchors installed in the face of fully grouted CMU masonry wall construction: Effects of edge distance on tension and shear performance (Test Series 4, 5, 13, and 14 of AC106), and seismic performance tests (Section 4.6 of AC106).

- 6.2 Anchors installed in the top of fully grouted CMU masonry wall construction with a minimum 13/4-inch (44 mm) edge distance: Effects on tension and shear performance (Test Series 4 and 13 of AC106), and seismic performance tests (Section 4.6 of AC106).
- 6.3 Anchors installed in the face of hollow CMU masonry wall construction with a minimum edge distance: Effects on tension and shear performance (Test Series 4 and 13 of AC106).
- 6.4 Anchors installed in the end of fully grouted CMU masonry wall construction with a minimum edge distance: Effects on tension and shear performance (Test Series 5 and 14 of AC106), and seismic performance tests (Section 4.6 of AC106).
- 6.5 Anchors installed in the end of hollow CMU masonry wall construction with a minimum edge distance: Effects on tension and shear performance (Test Series 5 and 14 of AC106).

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-1056) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 In addition, Titen HD screw anchor packaging is marked with the Simpson Strong-Tie Company name; product name (Titen HD); anchor diameter and length; anchor type; and the evaluation report number (ESR-1056). In addition, the ≠ symbol and anchor length (in inches) is stamped on the head of each screw anchor.
- 7.3 The report holder's contact information is the following:

SIMPSON STRONG-TIE COMPANY INC.
5956 WEST LAS POSITAS BOULEVARD
PLEASANTON, CALIFORNIA 94588
(800) 925-5099
www.strongtie.com



FIGURE 1A—TYPICAL HEX-WASHER HEAD CARBON STEEL TITEN HD SCREW ANCHOR



FIGURE 1B—TYPICAL HEX-WASHER HEAD STAINLESS STEEL TITEN HD SCREW ANCHOR



FIGURE 1C—TYPICAL COUNTERSUNK HEAD CARBON STEEL TITEN HD SCREW ANCHOR



FIGURE 1D—TYPICAL COUNTERSUNK HEAD STAINLESS STEEL TITEN HD SCREW ANCHOR

TABLE 1—IBC AND IRC ALLOWABLE TENSION AND SHEAR LOADS FOR TITEN HD SCREW ANCHORS INSTALLED IN THE FACE OF FULLY GROUTED CMU MASONRY CONSTRUCTION¹

ANCHOR MATERIAL	ANCHOR DIA. ² (in.)	DRILL BIT DIA. (in.)	MIN. EMBED. ³ (in.)	ANCHOR LOCATION ⁴ (in.)				ALLOWABLE LOADS BASED ON ANCHORS INSTALLED AT DISTANCES ≥ CRITICAL EDGE DISTANCE, C_{crit} , AND CRITICAL SPACING, S_{crit} ⁵ (lbf)	
				Edge Distance		Spacing		Tension	Shear
				Critical, C_{crit}	Minimum, C_{min}	Critical, S_{crit}	Minimum, S_{min}		
CARBON STEEL	1/4	1/4	2 1/2	4	1 1/4	4	2	410	500
	3/8	3/8	2 3/4	12	4	6	3	480	870
	1/2	1/2	3 1/2	12	4	8	4	690	1,385
	5/8	5/8	4 1/2	12	4	10	5	1,060	2,085
	3/4	3/4	5 1/2	12	4	12	6	1,600	3,000
STAINLESS STEEL	3/8	3/8	2 3/4	12	4	8	4	425	570
	1/2	1/2	3 1/2	12	4	8	4	665	990
	5/8	5/8	4 1/2	12	4	8	4	770	985
	3/4	3/4	5 1/2	12	4	8	4	1040	890

For SI: 1 inch = 25.4 mm, 1 psi = 6.89 kPa, 1 lbf = 4.48 N.

¹ Anchors must be installed a minimum of 1 1/4 inches from vertical head joints and T-joints. Refer to Figure 2 for permitted and prohibited anchor installation locations.

² The drill bit diameter must be equal to the nominal diameter of the anchor. Anchor installation must comply with Section 4.0 of this report.

³ Embedment depth is measured from the outside face of the masonry.

⁴ Critical and minimum edge distances, C_{crit} and C_{min} , respectively, must comply with this table. Refer to Figure 2. Critical and minimum spacing, S_{crit} and S_{min} , respectively, must comply with this table. Critical and minimum edge and spacing distances are valid for anchors resisting tension or shear loads. Refer to Table 2 for allowable tension and shear load reduction factors for anchors installed between critical and minimum edge distances, and to Table 3 for anchors installed between critical and minimum spacing.

⁵ Tabulated allowable loads are based on a safety factor of 5.0.

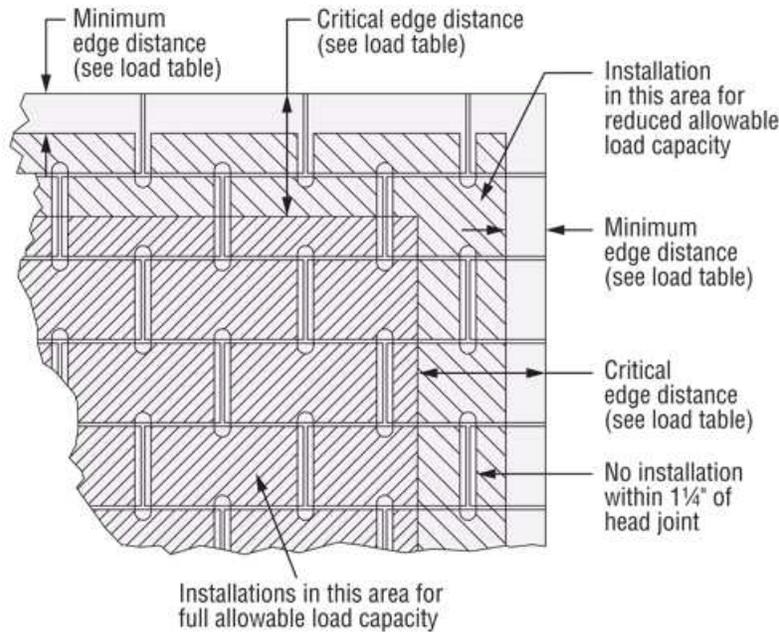


FIGURE 2—CARBON STEEL AND STAINLESS STEEL TITEN HD SCREW ANCHOR INSTALLED IN THE FACE OF GROUT-FILLED CMU (CONCRETE MANSORY UNIT) WALL CONSTRUCTION (Refer to Table 1, 2, and 3)

TABLE 2—LOAD REDUCTION FACTORS FOR TITEN HD SCREW ANCHORS INSTALLED BETWEEN CRITICAL AND MINIMUM EDGE DISTANCES (Anchors Installed in the Face of Grout-filled CMU Masonry)^{1,2,3}

ANCHOR MATERIAL	ANCHOR DIAMETER (in)	MINIMUM EMBEDMENT DEPTH (in)	LOAD REDUCTION FACTORS FOR ANCHORS INSTALLED AT:					
			Critical Edge Distance, c_{crit}	Minimum Edge Distance, c_{min}				
				Tension or Shear Load	Tension Load	Shear Load Acting:		
						Towards an Edge	Away from an Edge	Parallel to an Edge
CARBON STEEL	1/4	2 1/2	1.0	0.77	0.71	0.71	0.58	
	3/8	2 3/4	1.0	1.0	0.58	0.89	0.77	
	1/2	3 1/2	1.0	1.0	0.38	0.79	0.48	
	5/8	4 1/2	1.0	0.83	0.30	0.58	0.46	
	3/4	5 1/2	1.0	0.66	0.21	0.38	0.44	
STAINLESS STEEL	3/8	2 3/4	1.0	0.80	0.93	0.93	0.88	
	1/2	3 1/2	1.0	0.81	0.48	0.48	0.56	
	5/8	4 1/2	1.0	1.0	0.66	0.66	0.65	
	3/4	5 1/2	1.0	1.0	0.69	0.69	0.84	

For SI: 1 inch = 25.4 mm.

¹The load reduction factors in this table are applicable to the allowable loads shown in Table 1.

²Reduction factors are cumulative. Multiple reduction factors for more than one spacing or edge distance are calculated separately and multiplied.

³Load reduction factors for anchors loaded in tension or shear with edge distances between critical and minimum are obtained by linear interpolation.

TABLE 3—LOAD REDUCTION FACTORS FOR TITEN HD SCREW ANCHORS INSTALLED BETWEEN CRITICAL AND MINIMUM SPACING (Anchors Installed in the Face of Grout-filled CMU Masonry)^{1,2,3}

ANCHOR MATERIAL	ANCHOR DIAMETER (in)	MINIMUM EMBEDMENT DEPTH (in)	LOAD REDUCTION FACTORS FOR ANCHORS INSTALLED AT:		
			Critical Spacing, s_{crit}	Minimum Spacing, s_{min}	
				Tension or Shear Load	Tension Load
CARBON STEEL	1/4	2 1/2	1.0	0.66	0.87
	3/8	2 3/4	1.0	0.87	0.62
	1/2	3 1/2	1.0	0.69	0.62
	5/8	4 1/2	1.0	0.59	0.62
	3/4	5 1/2	1.0	0.50	0.62
STAINLESS STEEL	3/8	2 3/4	1.0	0.81	1.0
	1/2	3 1/2	1.0	0.79	0.86
	5/8	4 1/2	1.0	0.87	0.90
	3/4	5 1/2	1.0	0.78	0.94

For SI: 1 inch = 25.4 mm.

¹The load reduction factors in this table are applicable to the allowable loads shown in Table 1.

²Reduction factors are cumulative. Multiple reduction factors for more than one spacing or edge distance are calculated separately and multiplied.

³Load reduction factors for anchors loaded in tension or shear with spacing between critical and minimum are obtained by linear interpolation.

TABLE 4—IBC AND IRC ALLOWABLE TENSION AND SHEAR LOADS FOR CARBON STEEL TITEN HD SCREW ANCHORS INSTALLED IN TOP OF GROUT-FILLED CMU MASONRY¹

ANCHOR MATERIAL	ANCHOR DIA. (in)	DRILL BIT DIA. (in)	MINIMUM EMBEDMENT DEPTH (in)	ANCHOR LOCATION ² (in)			IBC AND IRC ALLOWABLE LOADS ^{3,4} (lbf)		
				Minimum Edge Distance	Minimum End Distance	Minimum Spacing	Tension	Shear	
								Parallel to Edge of Masonry Wall	Perpendicular to Edge of Masonry Wall
CARBON STEEL	1/2	1/2	4 1/2	1 3/4	8	8	570	585	160
	5/8	5/8	4 1/2	1 3/4	10	10	570	675	160

For SI: 1 inch = 25.4 mm, 1 pound = 4.45 N, 1 psi = 6.89 kPa.

¹The allowable tension and shear loads in Table 4 are applicable when anchors are installed in structures regulated by the IRC or IBC.

²Minimum edge and end distances are measured from the anchor centerline to the edge and end of the CMU masonry wall, respectively. Refer to Figure 3. Minimum spacing is measured from center-to-center of two anchors. Anchors installed in the mortared head joint are outside the scope of this report.

³The allowable loads in Table 4 are for anchors resisting dead, live, wind, and earthquake load applications.

⁴Allowable tension and shear loads are based on a safety factor of 5.0.

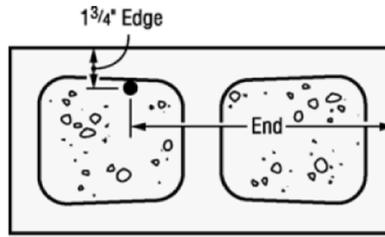


FIGURE 3—EDGE AND END DISTANCES FOR THE CARBON STEEL TITEN HD ANCHOR INSTALLED IN THE TOP OF GROUT-FILLED CMU MANSORY WALL CONSTRUCTION (Refer to [Table 4](#))

TABLE 5—IBC AND IRC ALLOWABLE TENSION AND SHEAR LOADS FOR STAINLESS STEEL TITEN HD SCREW ANCHORS INSTALLED IN THE FACE OF HOLLOW CMU MASONRY CONSTRUCTION¹

ANCHOR MATERIAL	ANCHOR DIA. ² (in.)	DRILL BIT DIA. (in.)	MIN. EMBED. ³ (in.)	ANCHOR LOCATION ⁴ (in.)				ALLOWABLE LOADS BASED ON ANCHORS INSTALLED AT DISTANCES ≥ CRITICAL EDGE DISTANCE, <i>c_{crit}</i> , AND SPACING, <i>s_{crit}</i> ⁵ (lbf)	
				Edge Distance		Spacing		Tension	Shear
				Critical, <i>c_{crit}</i>	Minimum, <i>c_{min}</i>	Critical, <i>s_{crit}</i>	Minimum, <i>s_{min}</i>		
STAINLESS STEEL	3/8	3/8	2 1/2	12	4	8	4	185	450
	1/2	1/2	2 1/2	12	4	8	4	205	465
	5/8	5/8	2 1/2	12	4	8	4	110	405
	3/4	3/4	2 1/2	12	4	8	4	155	395

For SI: 1 inch = 25.4 mm, 1 psi = 6.89 kPa, 1 lbf = 4.48 N.

¹Anchor must be installed a minimum of 1 1/4 inches from vertical head joints and T-joints. Refer to [Figure 4](#) for permitted and prohibited anchor installation locations.

²The drill bit diameter must be equal to the nominal diameter of the anchor. Anchor installation must comply with Section [4.0](#) of this report.

³Embedment depth is measured from the outside face of the masonry.

⁴Critical and minimum edge distances, *c_{crit}* and *c_{min}*, respectively, must comply with this table. Refer to [Figure 4](#). Critical and minimum spacing, *s_{crit}* and *s_{min}*, respectively, must comply with this table. Critical and minimum edge and spacing distances are valid for anchors resisting tension or shear loads. Refer to [Table 6](#) for allowable tension and shear load reduction factors for anchors installed between critical and minimum edge distances, and to [Table 7](#) for anchors installed between critical and minimum spacing.

⁵Tabulated allowable loads are based on a safety factor of 5.0.

TABLE 6—LOAD REDUCTION FACTORS FOR STAINLESS STEEL TITEN HD SCREW ANCHORS INSTALLED BETWEEN CRITICAL AND MINIMUM EDGE DISTANCES (Anchors Installed in the Face of Hollow CMU Masonry)^{1,2,3}

ANCHOR MATERIAL	ANCHOR DIAMETER (in)	MINIMUM EMBEDMENT DEPTH (in)	LOAD REDUCTION FACTORS FOR ANCHORS INSTALLED AT:		
			Critical Edge Distance, <i>c_{crit}</i>	Minimum Edge Distance, <i>c_{min}</i>	
				Tension or Shear Load	Tension Load
STAINLESS STEEL	3/8	2 1/2	1.0	1.0	0.78
	1/2	2 1/2	1.0	1.0	0.63
	5/8	2 1/2	1.0	1.0	0.55
	3/4	2 1/2	1.0	1.0	0.51

For SI: 1 inch = 25.4 mm.

¹The load reduction factors in this table are applicable to the allowable loads shown in [Table 5](#).

²Reduction factors are cumulative. Multiple reduction factors for more than one spacing or edge distance are calculated separately and multiplied.

³Load reduction factors for anchors loaded in tension or shear with edge distances between critical and minimum are obtained by linear interpolation.

TABLE 7—LOAD REDUCTION FACTORS FOR STAINLESS STEEL TITEN HD SCREW ANCHORS INSTALLED BETWEEN CRITICAL AND MINIMUM SPACING (Anchors Installed in the Face of Hollow CMU Masonry)^{1,2,3}

ANCHOR MATERIAL	ANCHOR DIAMETER (in)	MINIMUM EMBEDMENT DEPTH (in)	LOAD REDUCTION FACTORS FOR ANCHORS INSTALLED AT:					
			Critical Spacing, <i>s_{crit}</i>	Minimum Spacing, <i>s_{min}</i>				
				Tension or Shear Load	Tension Load		Shear Load	
					1 anchor per cell	2 anchors per cell	1 anchor per cell	2 anchors per cell
STAINLESS STEEL	3/8	2 1/2	1.0	0.72	1.0	0.81	0.76	
	1/2	2 1/2	1.0	0.87	1.0	1.0	1.0	
	5/8	2 1/2	1.0	0.89	1.0	0.71	0.75	
	3/4	2 1/2	1.0	0.70	0.78	0.74	0.75	

For SI: 1 inch = 25.4 mm.

¹The load reduction factors in this table are applicable to the allowable loads shown in [Table 5](#).

²Reduction factors are cumulative. Multiple reduction factors for more than one spacing or edge distance are calculated separately and multiplied.

³Load reduction factors for anchors loaded in tension or shear with spacing between critical and minimum are obtained by linear interpolation.

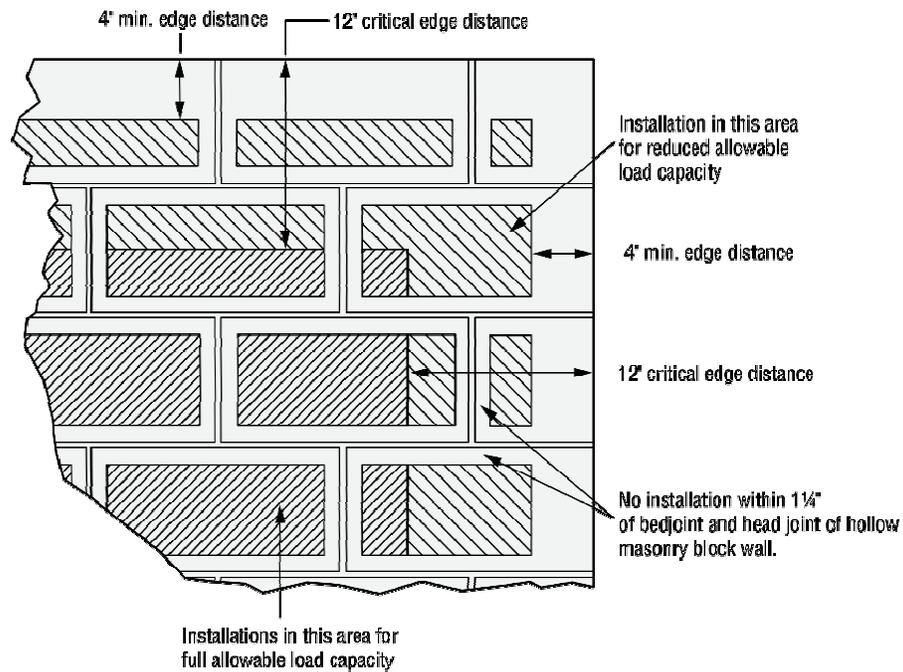


FIGURE 4—STAINLESS STEEL TITEN HD SCREW ANCHOR INSTALLED IN THE FACE OF HOLLOW CMU (CONCRETE MANSORY UNIT) WALL CONSTRUCTION (Refer to [Table 5](#), [6](#) and [7](#))

TABLE 8—IBC AND IRC ALLOWABLE TENSION AND SHEAR LOADS FOR CARBON STEEL TITEN HD SCREW ANCHORS INSTALLED IN END OF GROUT-FILLED CMU MASONRY¹

ANCHOR MATERIAL	ANCHOR DIA. (in)	DRILL BIT DIA. (in)	MINIMUM EMBEDMENT DEPTH (in)	ANCHOR LOCATION ² (in)			IBC AND IRC ALLOWABLE LOADS ^{3,4} (lbf)		
				Minimum Edge Distance	Minimum End Distance	Minimum Spacing	Tension	Shear	
								Vertical to Masonry Wall	Horizontal to Masonry Wall
CARBON STEEL	1/4	1/4	2 3/8	3 13/16	1 3/4	4	310	215	375
	3/8	3/8	2 3/8	3 13/16	1 3/4	6	335	215	375

For SI: 1 inch = 25.4 mm, 1 pound = 4.45 N, 1 psi = 6.89 kPa.

¹The allowable tension and shear loads in Table 8 are applicable when anchors are installed in structures regulated by the IRC or IBC.

²Minimum edge and end distances are measured from the anchor centerline to the edge and end of the CMU masonry wall, respectively. Refer to [Figure 5](#). Minimum spacing is measured from center-to-center of two anchors.

³The allowable loads in Table 8 are for anchors resisting dead, live, wind, and earthquake load applications.

⁴Allowable tension and shear loads are based on a safety factor of 5.0.

TABLE 9—IBC AND IRC ALLOWABLE TENSION AND SHEAR LOADS FOR CARBON STEEL TITEN HD SCREW ANCHORS INSTALLED IN END OF HOLLOW CMU MASONRY^{1,5}

ANCHOR MATERIAL	ANCHOR DIA. (in)	DRILL BIT DIA. (in)	MINIMUM EMBEDMENT DEPTH (in)	ANCHOR LOCATION ² (in)			IBC AND IRC ALLOWABLE LOADS ^{3,4} (lbf)		
				Minimum Edge Distance	Minimum End Distance	Minimum Spacing	Tension	Shear	
								Vertical to Masonry Wall	Horizontal to Masonry Wall
CARBON STEEL	1/4	1/4	2 ³ / ₈	3 ¹³ / ₁₆	1 ³ / ₄	4	130	105	120
	3/8	3/8	2 ³ / ₈	3 ¹³ / ₁₆	1 ³ / ₄	6	130	115	125

For SI: 1 inch = 25.4 mm, 1 pound = 4.45 N, 1 psi = 6.89 kPa.

¹The allowable tension and shear loads in Table 9 are applicable when anchors are installed in structures regulated by the IRC or IBC.

²Minimum edge and end distances are measured from the anchor centerline to the edge and end of the CMU masonry wall, respectively. Refer to [Figure 6](#). Minimum spacing is measured from center-to-center of two anchors.

³The allowable loads in Table 9 are for anchors resisting dead, live, wind and earthquake load applications in structures assigned to Seismic Design Categories A and B only under the IBC.

⁴Allowable tension and shear loads are based on a safety factor of 5.0.

⁵Anchors must be installed a minimum of 1 1/2 inches from centerline of bed joints. Refer to [Figure 6](#) for prohibited anchor installation locations.

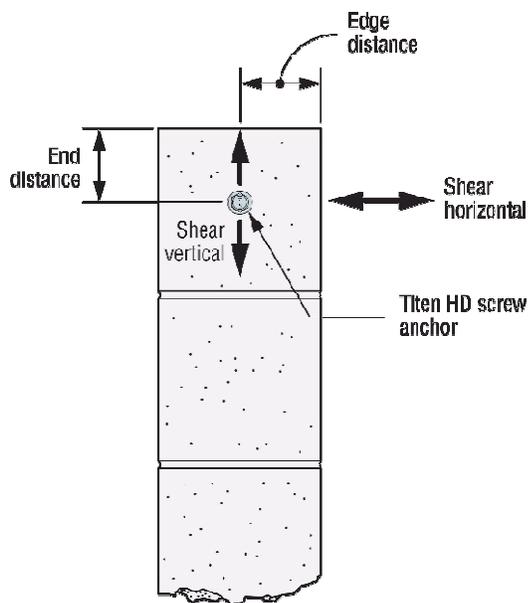


FIGURE 5—EDGE AND END DISTANCES FOR THE CARBON STEEL TITEN HD ANCHOR INSTALLED IN THE END OF GROUT-FILLED A CMU MANSORY WALL CONSTRUCTION (Refer to [Table 8](#))

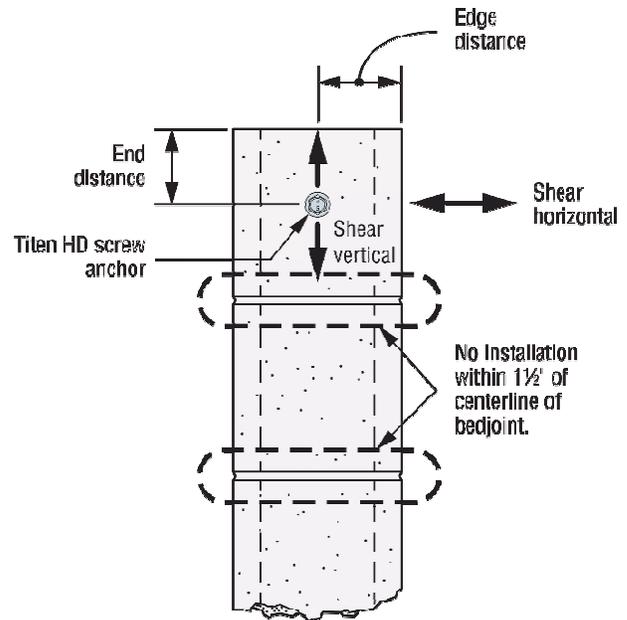


FIGURE 6—EDGE AND END DISTANCES FOR THE CARBON STEEL TITEN HD ANCHOR INSTALLED IN THE END OF HOLLOW CMU MANSORY WALL CONSTRUCTION (Refer to [Table 9](#))

DIVISION: 04 00 00—MASONRY
Section: 04 05 19.16—Masonry Anchors

REPORT HOLDER:

SIMPSON STRONG-TIE COMPANY INC.

EVALUATION SUBJECT:

SIMPSON STRONG-TIE TITEN HD® SCREW ANCHORS

1.0 REPORT PURPOSE AND SCOPE**Purpose:**

The purpose of this evaluation report supplement is to indicate that the Simpson Strong-Tie Titen HD screw anchors, described in ICC-ES evaluation report [ESR-1056](#), have also been evaluated for compliance with the codes noted below as adopted by Los Angeles Department of Building and Safety (LADBS).

Applicable code editions:

- 2023 *City of Los Angeles Building Code* ([LABC](#))
- 2023 *City of Los Angeles Residential Code* ([LARC](#))

2.0 CONCLUSIONS

The Simpson Strong-Tie Titen HD screw anchors, described in Sections 2.0 through 7.0 of the evaluation report [ESR-1056](#), comply with LABC Chapter 21, and LARC, and are subjected to the conditions of use described in this report.

3.0 CONDITIONS OF USE

The Simpson Strong-Tie Titen HD screw anchors described in this evaluation report supplement must comply with all of the following conditions:

- All applicable sections in the evaluation report [ESR-1056](#).
- The design, installation, conditions of use and identification of the anchors are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report [ESR-1056](#).
- The design, installation and inspection are in accordance with additional requirements of LABC Chapters 16 and 17
- Under the LARC, an engineered design in accordance with LARC Section R301.1.3 must be submitted.
- The allowable design values listed in the evaluation report and tables are for the connection of the anchors to the masonry substrate. The connection between the anchors and the connected members must be checked for capacity (which may govern).
- For use in wall anchorage assemblies to flexible diaphragm applications, anchors must be designed per the requirements of City of Los Angeles Information Bulletin P/BC 2020-071.

This supplement expires concurrently with the evaluation report, reissued March 2025.

DIVISION: 04 00 00—MASONRY
Section: 04 05 19.16—Masonry Anchors

REPORT HOLDER:**SIMPSON STRONG-TIE COMPANY INC.****EVALUATION SUBJECT:****SIMPSON STRONG-TIE TITEN HD® SCREW ANCHORS****1.0 REPORT PURPOSE AND SCOPE****Purpose:**

The purpose of this evaluation report supplement is to indicate that Simpson Strong-Tie Titen HD® screw anchors, described in ICC-ES evaluation report ESR-1056, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 *Florida Building Code—Building*
- 2023 *Florida Building Code—Residential*

2.0 CONCLUSIONS

The Simpson Strong-Tie Titen HD® screw anchors, described in Sections 2.0 through 7.0 of ICC-ES evaluation report ESR-1056, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*. The design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-1056 for the 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Simpson Strong-Tie Titen HD® screw anchors have also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*, with the following condition:

- a) Design and installation must meet the requirements of Section 2122.7 of the *Florida Building Code—Building*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

This supplement expires concurrently with the evaluation report, reissued March 2025.

DIVISION: 04 00 00—MASONRY
Section: 04 05 19.16—Masonry Anchors

REPORT HOLDER:

ITW BUILDDEX

EVALUATION SUBJECT:

TAPCON® ANCHORS WITH ADVANCED
 THREADFORM TECHNOLOGY

ADDITIONAL LISTEE:

ITW RESIDENTIAL & RENOVATION

1.0 EVALUATION SCOPE

Compliance with the following codes:

- ½ 2018, 2015, 2012 and 2009 *International Building Code*® (IBC)
- ½ 2018, 2015, 2012 and 2009 *International Residential Code*® (IRC)

Property evaluated:

Structural

2.0 USES

The Tapcon Anchors with Advanced Threadform Technology are used as anchorage to resist static, tension and shear loads in uncracked, grouted or ungrouted concrete masonry construction, unless otherwise noted in this report.

The Tapcon anchors are alternatives to cast-in-place anchors described in Section 8.1.3 (2016 or 2013 edition), or Section 2.1.4 (2011 or 2008 edition) of TMS 402 as referenced in Section 2107.1 of the IBC.

The anchors are permitted to be used in structures regulated by the IRC, provided an engineered design is submitted in accordance with Section R301.1.3 of the IRC.

3.0 DESCRIPTION

3.1 Tapcon Anchors with Advanced Threadform Technology:

The Tapcon Anchors with Advanced Threadform Technology are manufactured from carbon steel with supplementary heat treatment. They have an alternating high-low thread form and are available in 3/16- and 1/4-inch (4.8 and 6.4 mm) diameters with various lengths. Tapcon

carbon steel anchors are available with a slotted hex washer head, slotted hex washer head with under head ribs, Phillips flat head, Maxi-set head or Scots® stainless steel head, and have a white, silver or blue coating. Different head styles and types of coatings for Tapcon Anchors with Advanced Threadform Technology are noted in Table 4, Figure 1 and Figure 2.

3.2 Grout-filled Concrete Masonry:

The specified compressive strength of masonry, f'_m , at 28 days must be a minimum of 1,500 psi (10.3 MPa). Fully grouted masonry walls must be constructed from the following materials:

3.2.1 Concrete Masonry Units (CMUs): Concrete masonry units are closed-end units, minimum Grade N, Type II, lightweight, medium-weight, or normal-weight conforming to ASTM C90. The minimum allowable nominal size of the CMU must be 8 inches (203.2 mm) wide by 8 inches (203.2 mm) high by 16 inches (406.4 mm) long.

3.2.2 Grout: Grout must comply with IBC Section 2103.3 (2018 and 2015 IBC), 2013.13 (2012 IBC), Section 2103.12 (2009 IBC) or IRC Section R606 (2018 and 2015 IRC), R609.1.1 (2012 and 2009), as applicable. Alternatively, the grout must have a minimum compressive strength when tested in accordance with ASTM C1019 equal to its specified strength, but not less than 2,000 psi (13.8 MPa).

3.2.3 Mortar: Mortar must be Type M or S in compliance with IBC Section 2103 or IRC Section R606.2.8 (2018), R606.2.7 (2015), R607.1 (2012 and 2009), as applicable.

4.0 DESIGN AND INSTALLATION

4.1 Allowable Stress Design (ASD):

4.1.1 General: Anchors described in this report are assigned allowable tension and shear loads for design based on allowable stress design (ASD) under the codes described in Section 1.0 of this report.

4.1.2 Design of Anchors in Concrete Masonry: Anchors are limited to installation into the face shell of grouted or ungrouted, uncracked concrete masonry units at locations indicated by the non-shaded areas in Figure 5. Masonry wall construction must be fully mortared. Allowable tension and shear loads for installation in concrete masonry under the IBC and IRC are noted in Tables 1 and 2.

Allowable load reduction factors noted in Table 3 are applicable to the allowable loads shown in Tables 1 and 2. Allowable loads for anchors installed in concrete masonry subjected to combined shear and tension forces must be determined by the following equation:

$$\left(\frac{P_s}{P_t}\right) + \left(\frac{V_s}{V_t}\right) \leq 1 \quad (\text{Eq-1})$$

where:

P_s = Applied service tension load.

P_t = Allowable service tension load.

V_s = Applied service shear load.

V_t = Allowable service shear load.

4.1.3 Minimum Spacing and Minimum Edge Requirements: The minimum spacing between anchors and the minimum edge distance between the anchor and the edge of the concrete masonry wall must be as set forth in Table 3. For anchors installed between the critical edge distance, c_{cr} , and minimum edge distance, c_{min} , load reduction factors must be used in accordance with Table 3. For anchors installed between the critical spacing distance, s_{cr} , and minimum spacing distance, s_{min} , load reduction factors must be used in accordance with Table 3. Edge distances less than the critical edge distance, c_{cr} , are not permitted for anchors installed in medium- or normal- weight CMUs.

4.2 Installation:

The Tapcon® Screw Anchors must be installed in accordance with the manufacturer's published instructions (MPII) included in each unit package as described in Figure 4 of this report. In case of conflict, this report governs. Anchor locations must comply with this report and the plans and specifications approved by the code official. Holes must be predrilled in masonry with a Tapcon® carbide-tipped drill bit supplied by ITW. The hole must be drilled to the specified nominal embedment depth plus a minimum of 1/4 inch (6.4 mm). Before anchor installation, dust and other debris must be removed using a vacuum or compressed air. The anchors must then be installed through the attachment into the hole, in accordance with ITW's instructions, to the specified nominal embedment depth using a hammer drill in a rotary-only mode with an ITW Buildex Condribe® Tool and drive socket. Anchors must not be installed until the masonry has fully cured to its specified strength.

4.3 Special Inspection:

Continuous special inspection under the IBC and IRC, in accordance with Section 1704 of the IBC, must be provided during anchor installation as set forth in Tables 1 or 2 of this report. The code official must receive a report, from an approved special inspector, that includes the following details:

1. Anchor description, including the anchor product name, nominal anchor diameter, and anchor length.
2. Hole description, including verification of drill bit compliance with ITW Buildex's instructions, hole depth, concrete masonry wall thickness and hole cleanliness.
3. Installation description, including hole location (spacing and edge distance), anchor embedment, and verification of anchor installation in accordance with the manufacturer's published installation instructions and this report.
4. Concrete masonry unit size and compressive strength, mortar compressive strength and, when required, masonry prism compressive strength.

5.0 CONDITIONS OF USE

The Tapcon Anchors with Advanced Threadform Technology, as described in this report, are suitable alternatives to what is specified in those codes listed in

Section 1.0 of this report, subject to the following conditions:

- 5.1 Anchor sizes, dimensions and installation must comply with this report and the manufacturer's published installation instructions. In the event of a conflict between this report and the manufacturer's published installation instructions, this report governs.
 - 5.2 Under the IBC or IRC, use of the anchors to resist wind or seismic loads is beyond the scope of this report. The allowable loads or load combinations for the anchors must not be adjusted for anchors subjected to wind or seismic loads.
 - 5.3 Since an ICC-ES acceptance criteria for evaluating data to determine the performance of anchors subjected to fatigue or shock loading is unavailable at this time, the use of these anchors under these conditions is beyond the scope of this report.
 - 5.4 Where not otherwise prohibited by the applicable code, anchors are permitted for use with fire-resistance-rated construction provided that at least one of the following conditions is fulfilled:
 - Anchors that support fire-resistance-rated construction or gravity load-bearing structural elements are within a fire-resistance-rated envelope or a fire-resistance-rated membrane, are protected by approved fire-resistance-rated materials, or have been evaluated for resistance to fire exposure in accordance with recognized standards.
 - Anchors are used to support nonstructural elements.
 - 5.5 Since an ICC-ES acceptance criteria for evaluating the performance of screw anchors in cracked masonry is unavailable at this time, the use of anchors is limited to installation in uncracked masonry. Cracking occurs when $f_t > f_r$ due to service loads or deformations.
 - 5.6 Calculations demonstrating that the applied loads are less than the allowable loads described in this report, must be submitted to the code official. The calculations must be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.
 - 5.7 Special inspection must be provided in accordance with Section 4.3 of this report.
 - 5.8 Anchors are limited to dry, interior use.
 - 5.9 Use of anchors in contact with preservative-treated and fire-retardant-treated wood is beyond the scope of this report.
 - 5.10 Anchors are manufactured under an approved quality control program with inspections by ICC-ES.
- #### 6.0 EVIDENCE SUBMITTED
- Data in accordance with the ICC-ES Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry (AC106), dated March 2018.
- #### 7.0 IDENTIFICATION
- 7.1 The Tapcon® Screw Anchors are identified by packaging labeled with the manufacturer's name (ITW Buildex or ITW Residential & Renovation), contact information, anchor name, anchor size and evaluation report number (ESR-1671). The letters "BX" or "TAPCON" and a length identification code letter are stamped on the head of each anchor. See the length identification system illustrated in Figure 3 of this report.

7.2 The report holder's contact information is the following:

ITW BUILDEX
155 HARLEM AVENUE, N4E
GLENVIEW, ILLINOIS 60025
(800) 848-5611
www.itwbuildex.com
techsupport@itwccna.com

7.3 The Additional Listee's contact information is the following:

ITW RESIDENTIAL & RENOVATION
155 HARLEM AVENUE, N3E
GLENVIEW, ILLINOIS 60025
(877) 489-2726
www.tapcon.com

TABLE 1—ALLOWABLE TENSION VALUES FOR TAPCON SCREW ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY INSTALLED IN CONCRETE MASONRY UNITS^{1,2}

ANCHOR DIAMETER (inch)	DRILL BIT DIAMETER (inch)	MINIMUM EMBEDMENT DEPTH (inch) ³	IBC/IRC ⁴	
			ASTM C90 CMU Type	
			Lightweight (lb)	Medium/Normal (lb)
3/16	0.173	1	40	60
1/4	0.204	1	45	105

For SI: 1 inch = 25.4 mm; 1 lb = 4.45 N.

¹The tabulated tension loads are for anchors installed in the face shell of lightweight, medium-weight and normal-weight concrete masonry units in compliance with ASTM C90.

²The tabulated tension values are for anchors installed at the specified critical spacing, s_{cr} , and critical edge distance, c_{cr} , as noted in Table 3.

³The embedment depth is the distance from the concrete masonry unit surface to the bottom of the fastener.

⁴Special inspection shall be provided in accordance with Section 4.3 of this report.

TABLE 2—ALLOWABLE SHEAR VALUES FOR TAPCON SCREW ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY INSTALLED IN CONCRETE MASONRY UNITS^{1,2,3}

ANCHOR DIAMETER (inch)	DRILL BIT DIAMETER (inch)	MINIMUM EMBEDMENT DEPTH (inch)	IBC/IRC ⁴	
			ASTM C90 CMU Type	
			Lightweight (lb)	Medium/Normal (lb)
3/16	0.173	1	85	130
1/4	0.204	1	110	180

For SI: 1 inch = 25.4 mm; 1 lb = 4.45 N.

¹The tabulated shear loads are for anchors installed in lightweight, medium-weight and normal-weight concrete masonry units complying with ASTM C90.

²The tabulated tension values are for anchors installed at the specified critical spacing, s_{cr} , and critical edge distance, c_{cr} , as noted in Table 3.

³The embedment depth is the distance from the concrete masonry unit surface to the bottom of the fastener.

⁴Special inspection shall be provided in accordance with Section 4.3 of this report.

⁵When required, special inspection shall be provided in accordance with Section 4.3 of this report.

TABLE 3—ALLOWABLE SPACING AND EDGE DISTANCES FOR TAPCON ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY INSTALLED IN CONCRETE MASONRY UNITS (inches)^{1,2,3,4,5}

CHARACTERISTIC	SYMBOL	UNITS	NOMINAL ANCHOR DIAMETER (inches)	
			3/16	1/4
Minimum spacing distance	s_{min}	inches	1 1/2	2
Critical spacing distance	s_{cr}	inches	3	4
Spacing load reduction factor - Tension	-	-	1.00	0.84
Spacing load reduction factor - Shear	-	-	1.00	0.81
Minimum edge distance	c_{min}	inches	2	2
Critical edge distance	c_{cr}	inches	4	4
Edge load reduction factor - Tension	-	-	0.91 ⁶	0.88 ⁶
Edge load reduction factor - Shear	-	-	0.93	0.80

For SI: 1 inch = 25.4 mm.

¹The critical edge and spacing distances are for full anchor capacity, and the minimum edge and spacing distances are for reduced anchor capacity.

²The load reduction factors in this table are applicable only to the allowable loads shown in Tables 1 and 2 of this report.

³Reduction factors are cumulative. Multiple reduction factors for more than one spacing or edge distance are calculated separately and multiplied.

⁴Load reduction factors for anchors loaded in tension or shear with spacing between critical and minimum are obtained by linear interpolation.

⁵Load reduction factors for anchors loaded in tension or shear with edge distances between critical and minimum are obtained by linear interpolation.

⁶Reduction applies to anchors installed in lightweight CMU only.

TABLE 4—TAPCON SCREW ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY HEAD TYPES AND COATINGS

HEAD TYPE	ANCHOR COATING			
	Blue Climaseal ¹	Silver Climaseal ^{®2}	Ultrasield ^{™3}	White Ultrasield ⁴
Slotted hex washer head (with or without under head ribs)	X			
Flat head (Phillips)	X			
Maxi-set head			X	X
Scots head		X		

¹Blue Climaseal is a water-based polymer type coating (blue in color) that has been cured at elevated temperature.

²Silver Climaseal is a water-based polymer type coating (silver in color) that has been cured at elevated temperature.

³Ultrasield is a water-based polymer type coating (silver in color) that consists generally of multiple coats which are cured at elevated temperature.

⁴White Ultrasield is a water-based polymer type coating (white in color) that consists generally of multiple coats which are cured at elevated temperature.

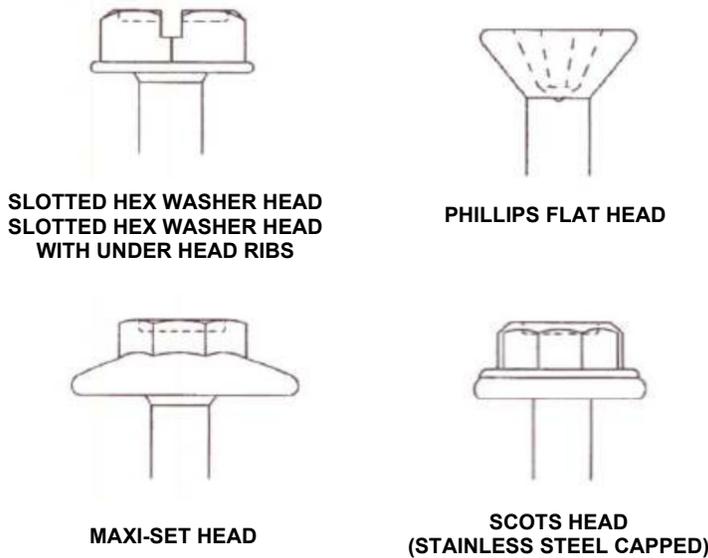


FIGURE 1—TAPCON ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY HEAD STYLES

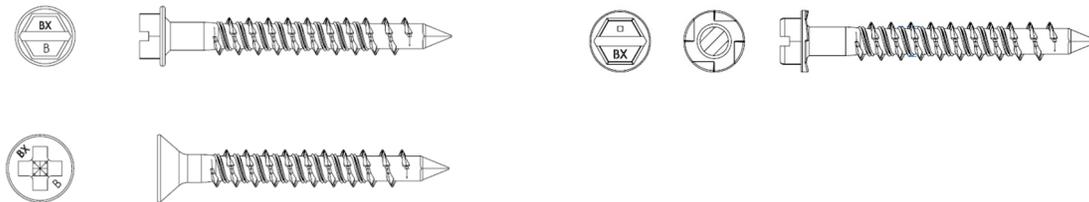


FIGURE 2—TAPCON ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY ANCHORS

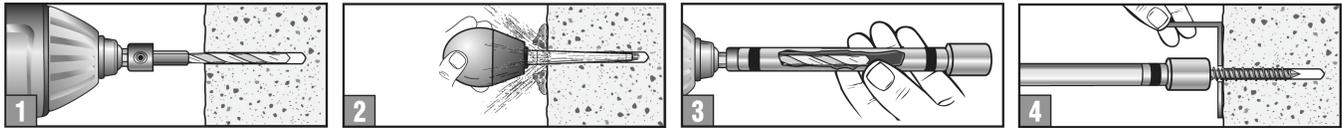
LENGTH MARKING ON ANCHOR HEAD			A	B	C	D	E	F	G	H	I	J
Length of anchor (inches)	From	1	1½	2	2½	3	3½	4	4½	5	5½	6
	Up to, but not including	1½	2	2½	3	3½	4	4½	5	5½	6	6½

For SI: 1 inch = 25.4 mm.

FIGURE 3—LENGTH IDENTIFICATION SYSTEM



Installation Instructions for 3/16" and 1/4" diameter Tapcon® Screw Anchors



- 1) Using a Tapcon® drill bit, drill the hole 1/4" deeper than anchor embedment.
- 2) Clean hole with compressed air or vacuum to remove any excess dust/debris.
- 3) Place Condrive® tool with drive socket over drill bit.
- 4) Using drill, hammer mode disabled, drive anchor thru fixture and into hole until nut driver spins free from head of anchor.

FIGURE 4—INSTALLATION INSTRUCTIONS FOR TAPCON® SCREW ANCHORS

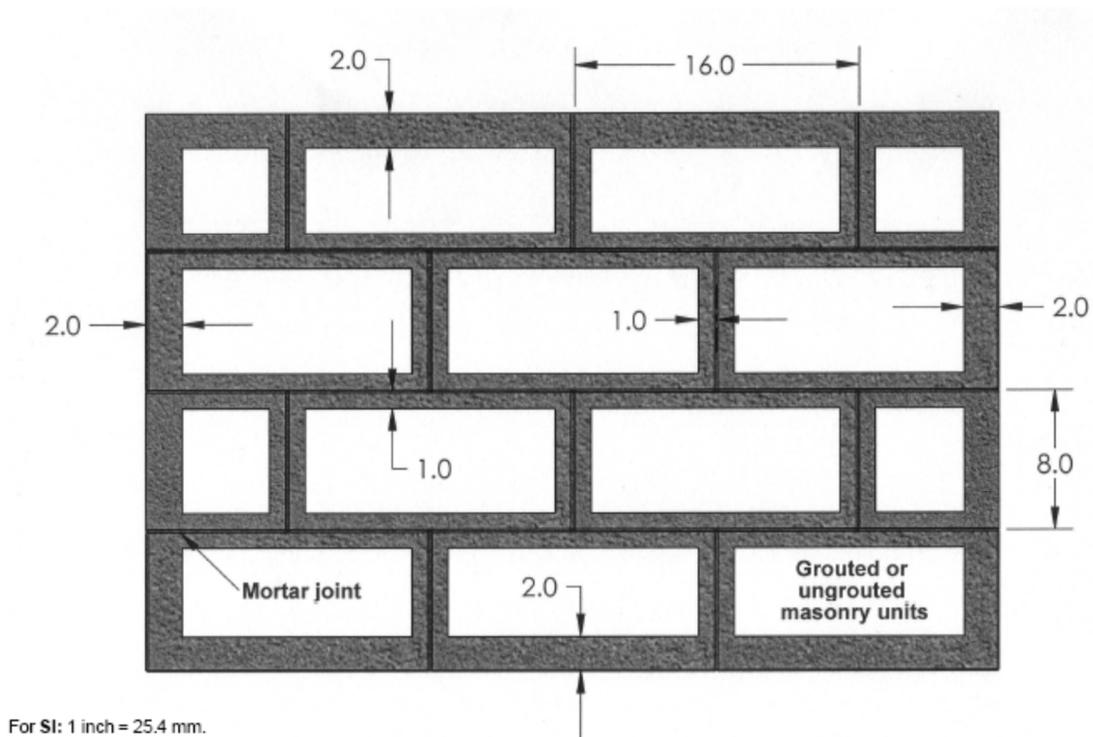


FIGURE 5—ANCHOR LOCATIONS (LIGHT COLOR AREAS) FOR INSTALLATION IN MASONRY UNITS (ALL DIMENSIONS IN INCHES)

DIVISION: 04 00 00—MASONRY
Section: 04 05 19.16—Masonry Anchors

REPORT HOLDER:

ITW BUILDEX

EVALUATION SUBJECT:

TAPCON® ANCHORS WITH ADVANCED THREADFORM TECHNOLOGY

1.0 REPORT PURPOSE AND SCOPE**Purpose:**

The purpose of this evaluation report supplement is to indicate that Tapcon® Anchors with Advanced Threadform Technology for masonry construction, recognized in ICC-ES master evaluation report ESR-1671, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2017 Florida Building Code—Building
- 2017 Florida Building Code—Residential

2.0 CONCLUSIONS

The Tapcon® Anchors with Advanced Threadform Technology for masonry construction, described in Sections 2.0 through 7.0 of the master evaluation report ESR-1671, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design and installation are in accordance with the 2015 *International Building Code*® provisions noted in the master evaluation report.

Use of the Tapcon® Anchors with Advanced Threadform Technology for masonry construction for compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*, has not been evaluated, and is outside the scope of this supplemental report.

For products falling under Florida Rule 9N-3, verification that the report holder's quality assurance program is audited by a quality-assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

This supplement expires concurrently with the evaluation report, reissued September 2019 and revised December 2019.

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #005: Add Air Admittance Valves at Classroom Sinks

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:	005 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$8,709.25

POTENTIAL CHANGE ORDER TITLE: Add Air Admittance Valves at Classroom Sinks

CHANGE REASON: Unforeseen Condition

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

CE #010 - Add Air Admittance Valves at Classroom Sink Vents

The following PCO reflects the addition of Air Admittance Valves to remediate existing classroom sink vents to raise above sink flood rim without destructive demolition and subsequent patch back of existing finishes. Cost includes Phase 1 only.

VOID. DISTRICT GAVE "OPTION 2" TO RELOCATE VENTS. TO BE ISSUED IN SUBSEQUENT PCO.

ATTACHMENTS:

[COR 01 CR Sink Vent.pdf](#)

#	Budget Code	Description	Amount
1	2200-2200.000.Subcontract	Plumbing.Subcontract	
		Precision Plumbing CO#01	\$7,830.00
Subtotal:			\$7,830.00
LLB Fee (8.00%):			\$626.40
Bond & Insurance (2.99%):			\$252.85
Grand Total:			\$8,709.25

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

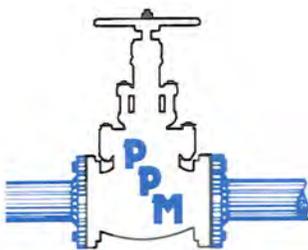
Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 07/21/25
SIGNATURE **DATE**

SIGNATURE **DATE**


 Nick Shipp
SIGNATURE **DATE**

#15436



PRECISION Plumbing-Mechanical

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

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO Viola Constructors		PHONE (805) 487-3871	DATE 5/15/2025
STREET 1144 Commercial Ave.		JOB NAME McAuliffe ES Modernization COR #01	
CITY, STATE AND ZIP CODE Oxnard, CA 93030		JOB LOCATION Oxnard, CA	
ARCHITECT IBI Group	DATE OF PLANS 3/4/2021		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 to provide the labor and material needed to install air admittance valves at 7 classroom sink locations as per RFI #027. This price includes removing the existing vent and install an air admittance valve directly above the existing waste piping. This will require us to cap the existing vent line on top of the roof to prevent water from entering the building and abandoned in place the out of service vent piping. If the vent pipe through the roof shares multiple fixtures we will need to cap the vent where the fixture with the demoed vent and the vent that needs to remain ties together. This could require walls to be opened to locate where the cap may be required. This price does not include any reworking of the existing waste piping. Any additional work the IOR deems necessary but is not stated in this COR may be an additional cost.

License #: 533836
 DIR #: 1000004502
 Tax I.D. #: 77-0132977

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

Seven Thousand Eight Hundred Thirty NO/100 _____ dollars (\$ **7,830.00**)

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 **15** 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 _____

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #006R1: Added Teachers Stations per ASI005R2

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:	006R1 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/21/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$80,780.73

POTENTIAL CHANGE ORDER TITLE: Added Teachers Stations per ASI005R2

CHANGE REASON: Design Development

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

The following PCO reflects the additional cost to furnish and install data, comm and power to new Teaching Stations at classrooms per ASI005R2. PCO does not include revisions made to TV Layout, Demolition, Patch and Paint of existing finishes (request to perform on T&M due to schedule constraints and cost savings. These costs submitted under separate cover.

ATTACHMENTS:

[05-02-2025_ASI005 - TV Monitor & Teacher Stations.pdf](#) , [_COR 755-01.pdf](#)

#	Budget Code	Description	Amount
1	2600-2600.000.Subcontract Electrical.Subcontract	Scott and Sons CO#01	\$72,625.47
		Subtotal:	\$72,625.47
		LLB Fee (8.00%):	\$5,810.04
		Bond & Insurance (2.99%):	\$2,345.22
		Grand Total:	\$80,780.73

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 , 07/21/25
SIGNATURE **DATE**

SIGNATURE **DATE**


 Nick Shipp
Digitally signed by Nick Shipp
 DN: cn=US, email=nick@violainc.com, ou=Viola Inc., cn=Nick Shipp
 Date: 2025.07.21 15:41:12-07:00
SIGNATURE **DATE**

Scott And Sons Electric

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

COR 755-01 Rev 21

TO: Viola Inc
SPEC. SEC. # : 260000 270000 280000
JOB NAME: McAuliffe Elementary
JOB ADDRESS: 3300 Via Marina Ave Oxnard
DATE SUBMITTED: 6/23/2025
LICENSE NO: 700054
DIR # 1000000877
PHONE NO: (805) 642-8547
FAX NO: (805) 642-8548

ATTN: Nick
TRADE: Electrical

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order: \$76,257

INCLUDES:

- Add the following items at Classrooms 124, 166, 167, 168, 171, 174, 175, 186, 188, 190, 197, 1101, 1102, 1103, 1104, 1105, 1106, 1107
 - (1) Cat-6 Cable from each TV/Display, (2) Cat-6 cables from each teachers desk, and (2) Cat-6 cables from wall near sink, to nearest IDF
 - (2) HDMI Cables from teachers desk to AV Vault, extend power for AV vaults already roughed-in at phase 1 classrooms

EXCLUDES:

See Contract; excludes additional patch panels, switches, or other rack components (no changes to IDFs or MDF were specified in ASI 5)

McAuliffe Change Orders : COR01 / ASI005 - AV/Communications Changes
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$12,481.62
Quotes	0.00
Sales Tax (8.25%)	1,029.73
Total Material	\$13,511.35
Labor	
Direct (489.21 hours @ \$107.34)	\$52,511.80
Non-Productive Labor	0.00
Total Labor (489.21 hours)	\$52,511.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$66,023.15
Overhead (10.00%)	6,602.32
Profit (5.00%)	3,631.27
Job Total	\$76,256.74
Actual Bid Price	\$76,256.74
	\$72,625.47
Material to Direct Labor ratio: 0.20	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$10,233.59
Net Profit %	4.76

McAuliffe Change Orders : COR01 / ASI005 - AV/Communications Changes

Job Number: COSSE755-1

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr	Lab P
--- 03 Above Ground Feeder Raceway ---									
1124	1-1/4" Steel Flex	360	445.97	C	1,605.49	10.00	C	36.00	
1846	1-1/4" Die Cast Screw-In Flex Conn	72	893.04	C	642.99	0.20	E	14.40	
2341	1-1/4" 1-Hole Strap	45	77.48	C	34.87	4.25	C	1.91	
2445	3/8" All Thread	120	139.22	C	167.06	3.40	C	4.08	
2447	Hex Nut 3/8" Zinc Plated	240	77.31	C	185.54	0.40	C	0.96	
2452	Angle Bracket for 1/4-3/8 Rod	60	269.26	C	161.56	30.00	C	18.00	
2454	5/16x2" Lag Screw	60	15.94	C	9.56	10.00	C	6.00	
--- 03 Above Ground Feeder Raceway Total --					2,807.07			81.35	
--- 04 Above Ground Branch Raceway ---									
1122	3/4" Steel Flex	740	168.81	C	1,249.19	5.00	C	37.00	
1844	3/4" Die Cast Screw-In Flex Conn	56	138.66	C	77.65	0.14	E	7.84	
2339	3/4" 1-Hole Strap	93	38.21	C	35.34	4.00	C	3.70	
2470	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	18	374.06	C	67.33	0.30	E	5.40	
2478	4-11/16" Square Box Box (Deep)	36	485.29	C	174.70	0.30	E	10.80	
4902	4" Square-2G Plaster Ring-5/8"D	18	238.73	C	42.97	0.15	E	2.70	
4926	4-11/16"-1G Plaster Ring-3/4"D	18	428.48	C	77.13	0.15	E	2.70	
4931	4-11/16"-2G Plaster Ring-3/4"D	18	477.44	C	85.94	0.15	E	2.70	
7114	Ground Screw with Bare Pigtail	18	1.24	E	22.32	2.00	C	0.36	
7123	6X1/4" Pan Head Tapping Screw	72	3.07	C	2.21	0.01	E	0.72	
--- 04 Above Ground Branch Raceway Total --					1,834.78			73.92	
--- 06 Brach Wire ---									
2681	#12 THHN CU Solid Wire	2,331	212.62	M	495.62	6.00	M	13.99	
6133	Red Wirenuts (10-18 guage)	54	189.53	M	10.23	3.50	C	1.89	
--- 06 Brach Wire Total ---					505.85			15.88	
--- 09 Trim ---									
4704	20A/125V Prem Spec Grade Dup Rcpt(5-20R)	36	8.67	E	312.12	0.30	E	10.80	
4949	1G Plastic Decora Plate	18	0.53	E	9.54	0.20	E	3.60	
4957	2G Plastic Decora Plate	18	0.90	E	16.20	0.25	E	4.50	
4959	2G Plastic Duplex Receptacle Plate	18	1.12	E	20.16	0.12	E	2.16	
--- 09 Trim Total ---					358.02			21.06	
--- 10 Voice/Data/Video ---									
2934	Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	15,000	379.78	M	5,696.70	14.00	M	210.00	
9327	Snap-In Blank Module	54	0.00	E	0.00	0.10	E	5.40	
28661	Cat 6 Jack	36	10.35	E	372.60	0.40	E	14.40	
--- 10 Voice/Data/Video Total ---					6,069.30			229.80	
--- 18 Misc. ---									
T0001	Decora Keystone Insert	108	0.00	E	0.00	0.10	E	10.80	
T0002	Snap-In Cat-6 Module	108	0.00	E	0.00	0.10	E	10.80	
T0003	HDMI Snap-In Module	36	0.00	E	0.00	0.10	E	3.60	
T0004	50-foot HDMI Cable	36	0.00	E	0.00	0.75	E	27.00	
T0005	2" J-Hook for Cable Support	60	15.11	E	906.60	0.25	E	15.00	
--- 18 Misc. Total ---					906.60			67.20	
Job Total					12,481.62			489.21	

* Target, Labor column 3

PROJECT:	McAuliffe E.S. Modernization 3300 Via Marina Ave Oxnard, CA 93035	ASI NO.:	05
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 91006	DATE:	05/02/2025
CONTRACTOR:	Viola Inc. 5811 Olivas Park Drive Ventura, CA 93003	ARCHITECT:	Arcadis / IBI Group 333 S. Hope St, Suite C-200 Los Angeles, CA 90013
CONSTRUCTION MANAGEMENT:	Caldwell Flores Winters, Inc 521 N. 1 st Avenue Arcadia, CA 91006		
PTN:	72538-110	PROJECT NO.:	123392
OPSC / HCAI NO.:	N/A	DSA FILE NO.:	56-22
		APPLICATION NO.:	03-121079

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents, not involving an adjustment to the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

Reference Sheet A2303:

- Adjust TV Monitor locations per attached **ASI05 – A1**.

Reference Sheet A2302:

- Adjust TV Monitor locations per attached **ASI05 – A2**.

Note: Provide Teacher stations per attached IT Drawings

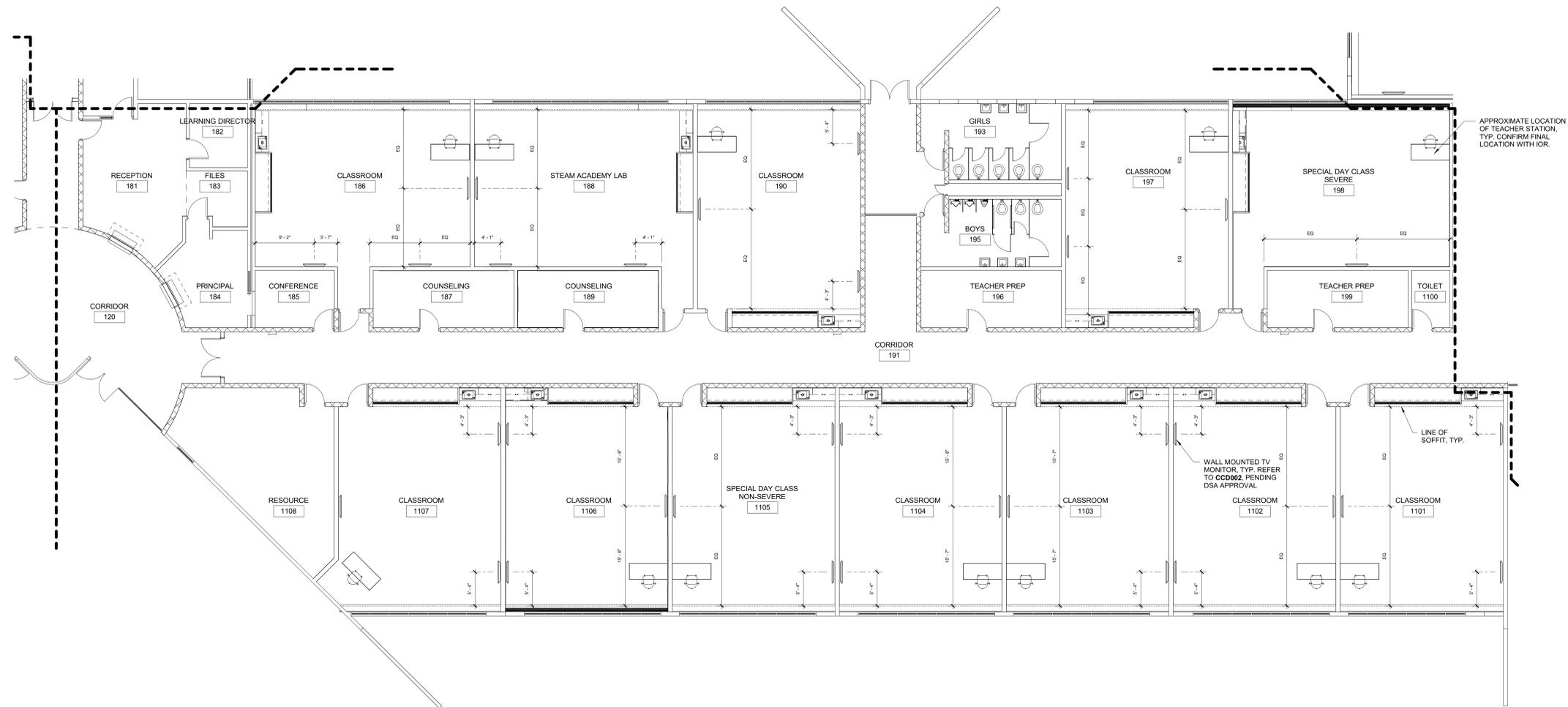
Attachments: ASI05-A1, ASI05-A2, OSD IT Drawings

ISSUED:
Arcadis - IBI Group

ACCEPTED:

By: Hunter M. Date: 05/02/2025

By: _____ Date: _____



DSA STAMP

CLIENT
Oxnard School District



1051 South A Street
Oxnard, CA 93030

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ISSUES

No.	DESCRIPTION	DATE
-----	-------------	------

No.	DESCRIPTION	DATE

CONSULTANTS

No.	DESCRIPTION	DATE

SEAL

No.	DESCRIPTION	DATE

PRIME CONSULTANT
IBI ARCADIS / IBI
333 S. Hope St., Suite C-200
Los Angeles, CA 90017, USA
tel 213 789 0011 fax 213 789 0016
arcadis.com

PROJECT
McAuliffe Elementary School
Modernization
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO:
123392
DRAWN BY:
HTM
PROJECT MGR:
RRR
CHECKED BY:
Checker
APPROVED BY:
Approver

SHEET TITLE
FLOOR PLAN - RIGHT WING TV
MONITOR LOCATIONS

SHEET NUMBER
ASI05-A1
ISSUE

1 RIGHT WING FLOOR PLAN - TV MONITOR LAYOUT
NOTE: ALL DIMENSIONS ARE MEASURED FROM THE LINE OF SOFFIT
1/8" = 1'-0"

CLIENT
Oxnard School District



1051 South A Street
Oxnard, CA 93030

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ISSUES

No.	DESCRIPTION	DATE

CONSULTANTS

SEAL

PRIME CONSULTANT



ARCADIS / IBI
333 S. Hope St., Suite C-200
Los Angeles, CA 90017, USA
tel 213 769 0011 fax 213 769 0016
arcadis.com

PROJECT
McAuliffe Elementary School
Modernization
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO:
123392

DRAWN BY:
HTM

CHECKED BY:
Checker

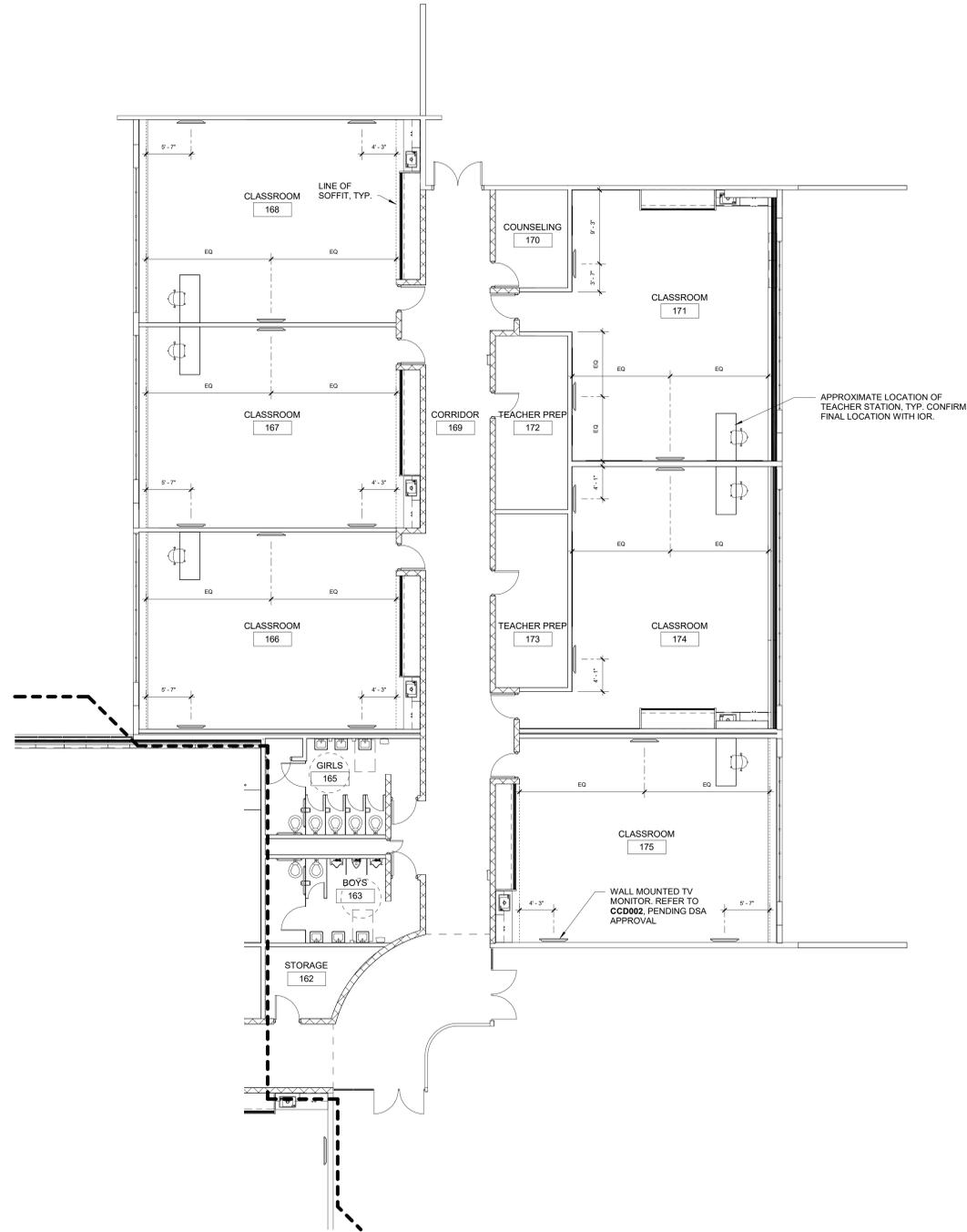
PROJECT MGR:
RRR

APPROVED BY:
Approver

SHEET TITLE
FLOOR PLAN - END WING TV
MONITOR LOCATIONS

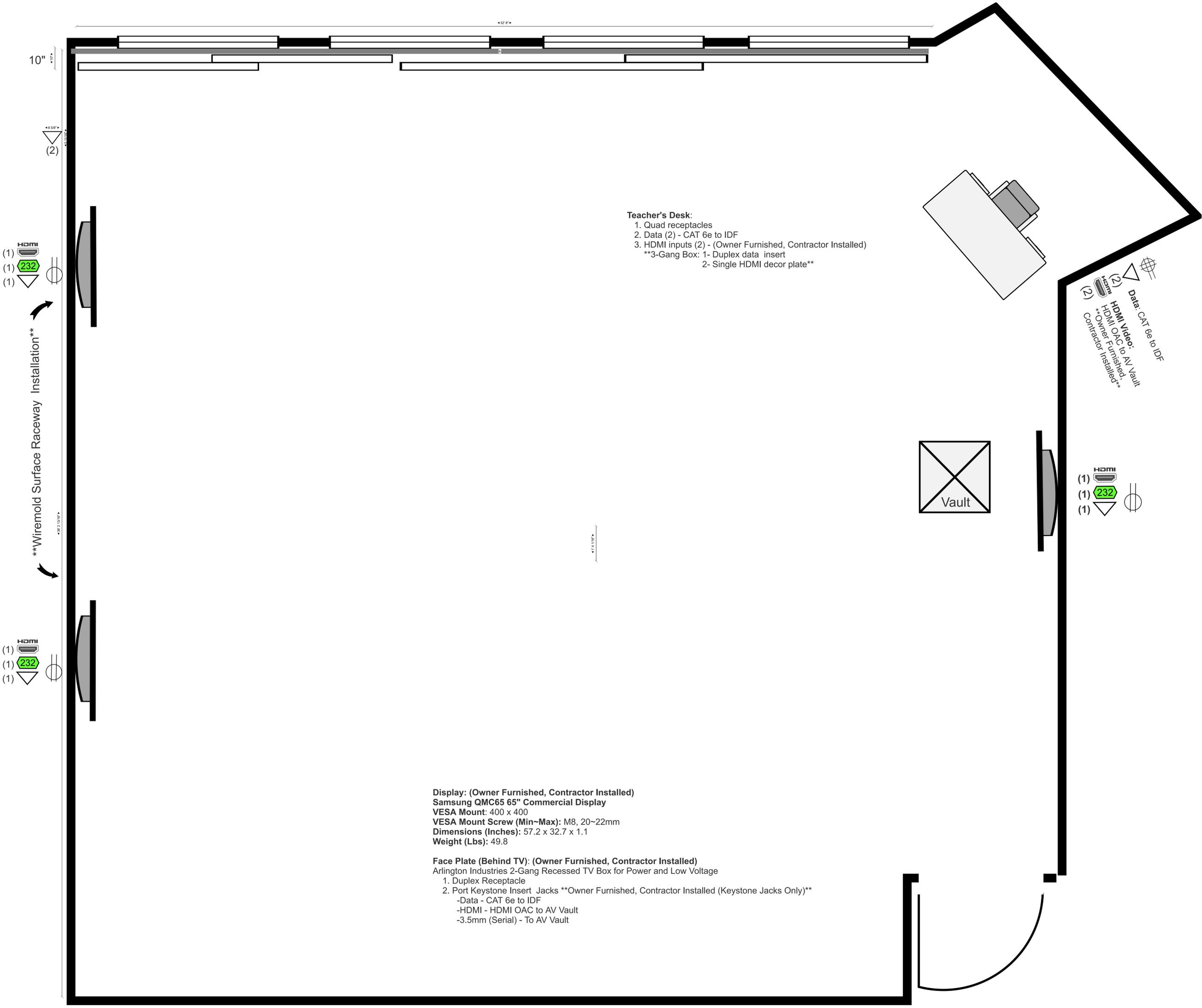
SHEET NUMBER
ASI05-A2

ISSUE



1 END WING FLOOR PLAN
1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE LINE OF SOFFIT



Teacher's Desk:

1. Quad receptacles
2. Data (2) - CAT 6e to IDF
3. HDMI inputs (2) - (Owner Furnished, Contractor Installed)

****3-Gang Box:** 1- Duplex data insert
2- Single HDMI decor plate**

(2) HDMI
(2) Data - CAT 6e to IDF
HDMI Video: HDMI OAC to AV Vault
Owner Furnished, Contractor Installed

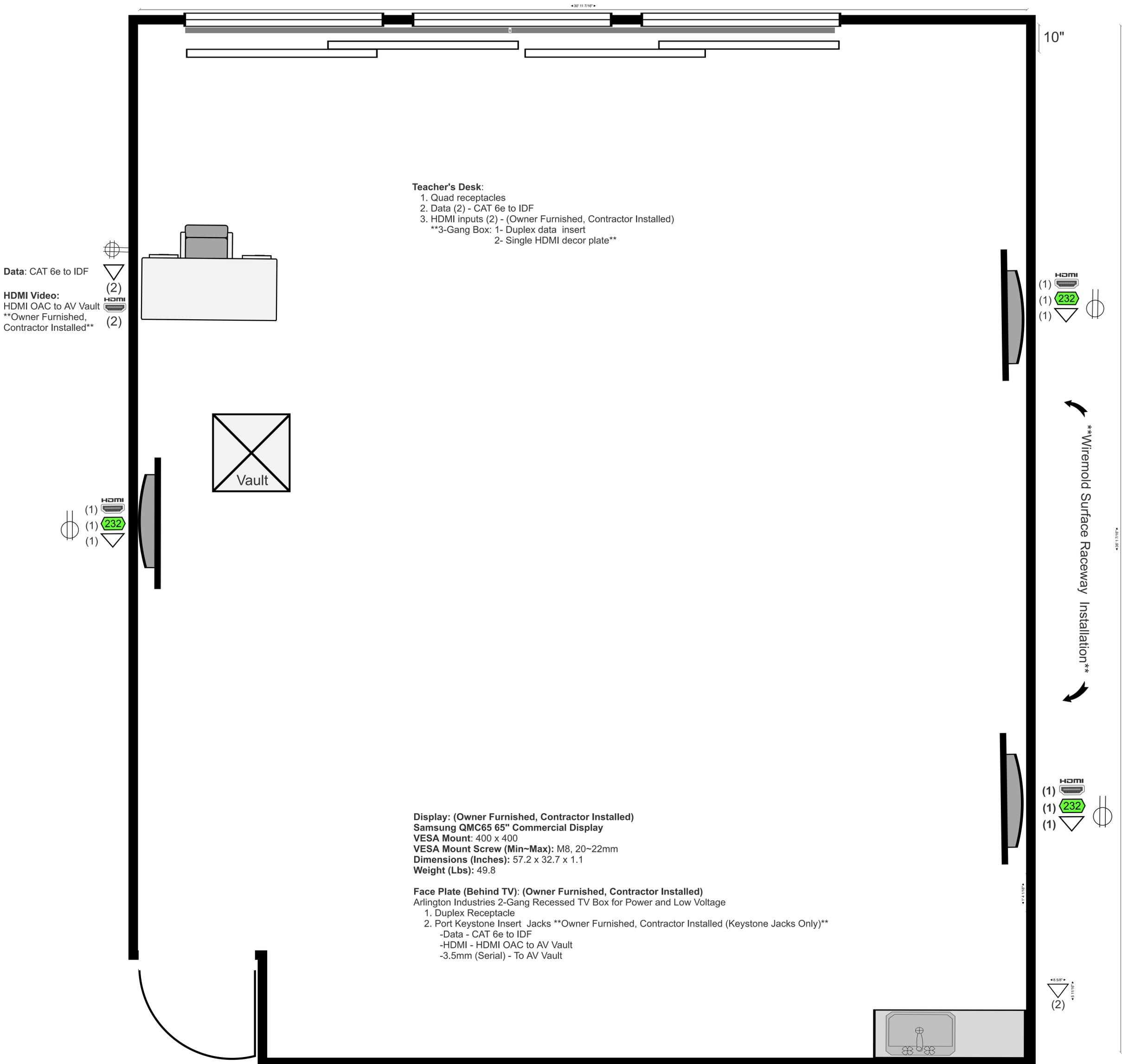
(1) HDMI
(1) 232
(1)

Display: (Owner Furnished, Contractor Installed)
Samsung QMC65 65" Commercial Display
VESA Mount: 400 x 400
VESA Mount Screw (Min~Max): M8, 20~22mm
Dimensions (Inches): 57.2 x 32.7 x 1.1
Weight (Lbs): 49.8

Face Plate (Behind TV): (Owner Furnished, Contractor Installed)
 Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage

1. Duplex Receptacle
2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
 - Data - CAT 6e to IDF
 - HDMI - HDMI OAC to AV Vault
 - 3.5mm (Serial) - To AV Vault

CLASSROOM 1107

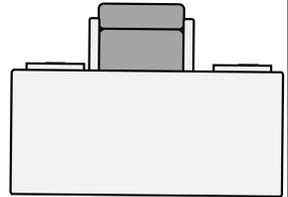


CLASSROOM 1106:
SIM. ROOMS: 166 (OPP), 167 (OPP), 168, 175, 190, 197 (OPP), 1101 (OPP), 1102, 1103 (OPP), 1104, 1105 (OPP) & 1107 (OPP)

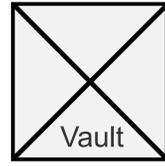
25' 1 1/2"

10"

- Teacher's Desk:**
- 1. Quad receptacles
 - 2. Data (2) - CAT 6e to IDF
 - 3. HDMI inputs (2) - (Owner Furnished, Contractor Installed)
 - **3-Gang Box: 1- Duplex data insert
2- Single HDMI decor plate**



- ⊕
- ▽ Data: CAT 6e to IDF
- (2) HDMI Video: HDMI OAC to AV Vault
Owner Furnished, Contractor Installed



- (1) HDMI
- (1) 232
- (1) ⊕

Wiremold Surface Raceway Installation

Display: (Owner Furnished, Contractor Installed)
 Samsung QMC65 65" Commercial Display
 VESA Mount: 400 x 400
 VESA Mount Screw (Min~Max): M8, 20~22mm
 Dimensions (Inches): 57.2 x 32.7 x 1.1
 Weight (Lbs): 49.8

Face Plate (Behind TV): (Owner Furnished, Contractor Installed)
 Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage

- 1. Duplex Receptacle
- 2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
 - Data - CAT 6e to IDF
 - HDMI - HDMI OAC to AV Vault
 - 3.5mm (Serial) - To AV Vault

****Wiremold Surface Raceway Installation****



- (1) HDMI
- (1) 232
- (1) ⊕

- (1) HDMI
- (1) 232
- (1) ⊕

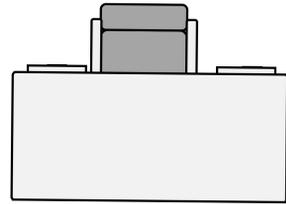
CLASSROOM 171 SIM. ROOM: 186

25' 1 1/2"

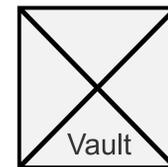
10"

Teacher's Desk:

- 1. Quad receptacles
- 2. Data (2) - CAT 6e to IDF
- 3. HDMI inputs (2) - (Owner Furnished, Contractor Installed)
- **3-Gang Box: 1- Duplex data insert
- 2- Single HDMI decor plate**



- ⊕
- ▽ Data: CAT 6e to IDF
- (2) HDMI Video: HDMI OAC to AV Vault
- **Owner Furnished, Contractor Installed**



- (1) HDMI
- (1) 232
- (1) ⊕

Wiremold Surface Raceway Installation

Display: (Owner Furnished, Contractor Installed)
Samsung QMC65 65" Commercial Display
VESA Mount: 400 x 400
VESA Mount Screw (Min~Max): M8, 20~22mm
Dimensions (Inches): 57.2 x 32.7 x 1.1
Weight (Lbs): 49.8

Face Plate (Behind TV): (Owner Furnished, Contractor Installed)
 Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage

- 1. Duplex Receptacle
- 2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
 - Data - CAT 6e to IDF
 - HDMI - HDMI OAC to AV Vault
 - 3.5mm (Serial) - To AV Vault



- (1) HDMI
- (1) 232
- (1) ⊕

- (1) HDMI
- (1) 232
- (1) ⊕

****Wiremold Surface Raceway Installation****

174 SIM. ROOMS: 124 (OPP) & 188

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #007: Additional Door and Frames per Returned Submittal

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 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/6/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$6,714.68

POTENTIAL CHANGE ORDER TITLE: Additional Door and Frames per Returned Submittal

CHANGE REASON: Client Request

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

CE #014 - Additional Door and Frames per Submittal Return

The following PCO reflects the additional cost to furnish and install:

(4) Double Door Frames and 1 Door- 20 Minute Fire Rated as requested in the attached returned submittal. Doors 120A, 120B, 120C, and 167.

ATTACHMENTS:

[DOOR + FRAME SUBMITTALS - RESUBMIT.pdf](#) , [Flylock June 5 Change Order Request #6.pdf](#)

#	Budget Code	Description	Amount
1	800-810.000.Subcontract Doors and Frames.Subcontract	FlyLock CO#06	\$6,036.80
		Subtotal:	\$6,036.80
		LLB Fee (8.00%):	\$482.94
		Bond & Insurance (2.99%):	\$194.94
		Grand Total:	\$6,714.68

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 , 07/22/25
SIGNATURE **DATE**

SIGNATURE **DATE**

 Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, email=nick@viola-inc.com, o=Viola Inc., cn=Nick Shipp
 Date: 2025.07.22 13:00:44 -0700
SIGNATURE **DATE**

CHANGE ORDER REQUEST #6

Date: 6/5/2025

Project: 2526 – McAuliffe ES Modernization

Location: 3300 Via Marina Ave, Oxnard, CA 93035

Submittal #: 08 11 13 – 1.7D – Hollow-Metal Doors and Frames – Product Schedule

Prepared By: Steven Klemmer, Director of Sales

Company: FlyLock Security Solutions – LA

To: Nick Shipp, Viola Inc. Project Manager

Description of Change:

Following the review of our door and frame submittal (08 11 13 – 1.7D), the Architect and Owner have requested the following additional work beyond the original scope:

- Provide four (4) double door frames and one (1) door – 20 min fire rated
- Provide labor to install three (3) frames and one (1) door – 20 min fire rated

These items are in response to the “Revise and Resubmit” directive in the returned submittal documents.

Reason for Change:

Per returned submittal dated 05/13/2025, additional fire-rated frames and a door are required to satisfy updated Owner/Architect requirements (refer to submittal, doors 120A, 120B, 120C, and 169; new wood door at 167).

Cost Impact:

Description	Qty	Unit Price	Total
Change Order: 4 Double Door Frames and 1 Door – 20 Min Fire Rated	1	\$3,895.50	\$3,895.50
Change Order: Labor to Install 3 Frames and 1 Door – 20 Min Fire Rated	1	\$2,141.30	\$2,141.30
Total			\$6,036.80

\$5,433.12
 10% : \$603.68
\$6,036.80

Schedule Impact:

No impact

Authorization:

Please sign and return to indicate approval of this Change Order Request. Upon receipt of approval, FlyLock Security Solutions – LA will proceed with procurement and installation of the above items.

Name	Title	Date	Signature

Notes:

- All pricing is valid for 30 days unless otherwise noted.
- Lead times for additional materials will be confirmed upon approval.
- Reference attached submittal package for product and location details.
- Contact: Steven Klemmer, Director of Sales, FlyLock Security Solutions – LA, steven.klemmer@flylock.com, (747) 999-7817

Attachments:

- Door and Frame Submittal Return (revise & resubmit directive)

McAuliffe Elementary School Modernization
 DSA No.: 03-121079

Submittal: 08 11 13 – 1.7D – Hollow-Metal Doors and Frames – Product Schedule

Subcontractor: S&T Locksmiths, Inc.

R0 Submitted: 05/13/2025

Submittal reviews by the General Contractor are for compatibility with the general representation of the Contract Documents. The originating Subcontractor-Supplier is responsible for verification of dimensions, coordination with all related work, construction methods, compatibility with utility requirements and satisfactory completion.

Reviewed by: Luis Aguilar Date: 05/13/2025

For Viola Incorporated

Additional Review Required By:

- | | |
|---|--|
| <input checked="" type="checkbox"/> ARCHITECT | <input type="checkbox"/> ELECTRICAL ENGINEER |
| <input type="checkbox"/> CIVIL ENGINEER | <input type="checkbox"/> LANDSCAPE ARCHITECT |
| <input type="checkbox"/> STRUCTURAL ENGINEER | <input type="checkbox"/> OWNER |
| <input type="checkbox"/> MECHANICAL ENGINEER | <input type="checkbox"/> OTHER: _____ |



- | | |
|---|---|
| <input type="checkbox"/> No Exceptions Taken | <input checked="" type="checkbox"/> Revise and Resubmit |
| <input type="checkbox"/> Make Corrections Noted | <input type="checkbox"/> Rejected |

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for the review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimension; selecting fabrications processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

ARCADIS U.S., INC

DATE: 06/02/2025 BY: Ruben R.

RECEIVED AND ACKNOWLEDGED.
 120A, 120B, 120C AND 169
 FRAMES WILL BE PROVIDED.
 NEW WOOD DOOR WILL BE
 PROVIDED ON OPENING 167.

Revise and Resubmit the Following:
 - Door 120A/120B/120C, Provide New Fire Rated Frame
 - Door 169 - Provide New Frame to replace damaged frame
 - Door 167 - Provide New Door to replace damaged door



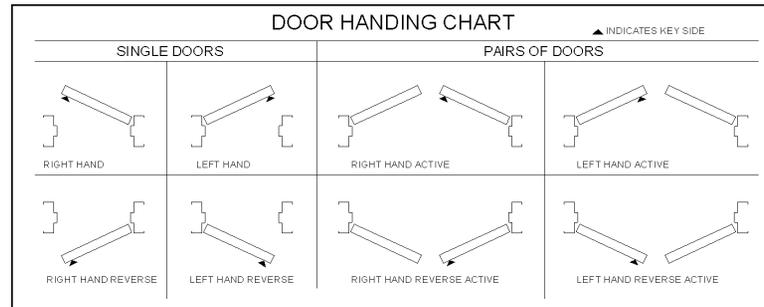
Door / Frame Schedule

for

McAULIFFE ELEMENTARY SCHOOL - REVISED
3300 VIA MARINA AVE
OXNARD, CA 93035

Architect:		Job Number:	71842
Contractor:	FLYLOCK SECURITY SOLUTIONS 26911 RUETHER AVE SUITE H SANTA CLARITA, CA 91351 USA	Date:	5/13/2025
Supplier:	Doors & Specialties Co. CSLB# 975798 DIR# 1000053427 1505 South Dupont Ave., Unit A Ontario, CA 91761 Phone: (909)930-1192 Fax: (909)923-2372 www.doorsandspecialties.com		
Salesperson:	Edgar Delgadillo Phone: (909)295-8866 Email: edgar@doorsandspecialties.com		
Project Manager:	Edgar Delgadillo Phone: (909)295-8866 Email: edgar@doorsandspecialties.com		

Door / Frame Schedule McAULIFFE ELEMENTARY SCHOOL - REVISED



Doors By:
DCI Hollow Metal
HALEY BROS.

Frames By:

Prehangs By:

LOCATION & GENERAL OPENING INFO						FRAME DATA								DOOR DATA													
Door#	Location	Qty	Label	Opening Size/Type	Hand	Series / Type	Jamb Depth	Ga	Material / Finish	Hd	Anch / W Type	Prof	Elev	Series / Type	Width / Height	Thk	Material / Finish	Ga	Core / Door Design	Elev	Ucut	Hdwe Set	Door Edge				
100	TBD from TBD	1 Pr	N/R	6-0 X 6-10	RHRA	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	7/8	5					
		1 Pr	N/R		LHR									P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	7/8	5					
111	TBD from TBD	1 Pr	N/R	6-0 X 6-10	RHRA	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	3/4	2					
		1 Pr	N/R		LHR									P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	3/4	2					
120A	TBD from TBD	1 Pr	20M	6-0 X 6-10	RHRA	Provide New Frame to comply with fire rating								P Series 24X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	7					
		1 Pr	20M		LHR	FRAME WILL BE PROVIDED TO ACCOMODATE DOORS								P Series 6X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	B	7/8	7					
120B	TBD from TBD	1 Pr	20M	6-0 X 6-10	RHRA	Provide New Frame to comply with fire rating								P Series 24X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	7					
		1 Pr	20M		LHR	FRAME WILL BE PROVIDED TO ACCOMODATE DOORS								P Series 6X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	B	7/8	7					
120C	TBD from TBD	1 Pr	20M	6-0 X 6-10	RHRA	Provide New Frame to comply with fire rating								P Series 24X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	7					
		1 Pr	20M		LHR	FRAME WILL BE PROVIDED TO ACCOMODATE DOORS								P Series 6X34 TOP	3-0X6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	B	7/8	7					
143A	TBD at TBD	1 Pr	N/R	3-0 X 6-10	N/A	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	TBD	1					
143B	TBD at TBD	1 Pr	N/R	3-0 X 6-10	N/A	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	TBD	1					
143C	TBD at TBD	1 Pr	N/R	3-0 X 6-10	N/A	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	TBD	1					
161A	TBD from TBD	1 Pr	20M	3-0 X 6-10	RHR	Existing Frame to Remain, Patch & Repair. Paint								P Series 24X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	3					
161B	TBD from TBD	1 Pr	20M	3-0 X 6-10	LHR	Existing Frame to Remain, Patch & Repair. Paint								P Series 24X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	3					
161C	TBD from TBD	1 Pr	20M	3-0 X 6-10	RHR	Existing Frame to Remain, Patch & Repair. Paint								P Series 24X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	3					
161D	TBD from TBD	1 Pr	20M	3-0 X 6-10	LHR	Existing Frame to Remain, Patch & Repair. Paint								P Series 24X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 24X34 TOP	B	7/8	3					
169	TBD from TBD	1 Pr	N/R	6-0 X 6-10	RHRA	Provide New Frame, to replace damage frame								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	1/2	2					
		1 Pr	N/R		LHR									P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	1/2	2					
162	TBD from TBD	1 Pr	N/R	6-0 X 6-10	RHRA	Existing Frame to Remain, Patch & Repair. Paint								P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	7/8	2					
		1 Pr	N/R		LHR									P Series 6X34 TOP	3-0 X 6-10	1 3/4	A40 Primed	16	Honeycomb 6X34 TOP	CC	7/8	2					
						Exterior Doors, No rating required.																					
						ACKNOWLEDGED																					
						Include Classroom Door 167 - Per Field Investigation this door is damaged and needs to be replaced																					
						DOOR WILL BE PROVIDED TO MEET FRAME REQUIREMENTS																					

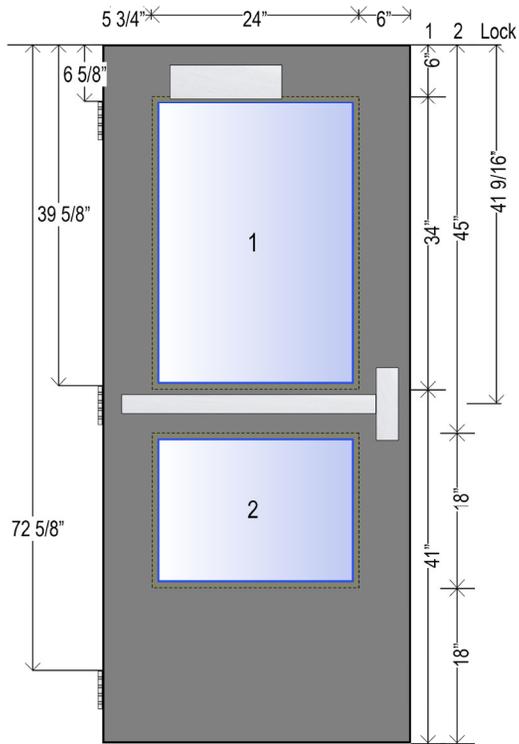
Job Number: 71842

Door / Frame Schedule
McAULIFFE ELEMENTARY SCHOOL - REVISED

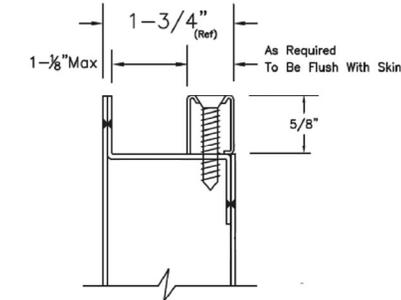
Page 4 of 10
5/13/2025

Total Door Count: **21**

Total Frame / Window Count: 0



Ceco-4888



Optional Trim For Glass Pocket
 Widths Up To 1-1/8" Inch

GLASS PENDING ON CHANGE ORDER APPROVAL.
 USING EXISTING FRAMES

Confirm with CFW if security film is required at exterior Access Doors

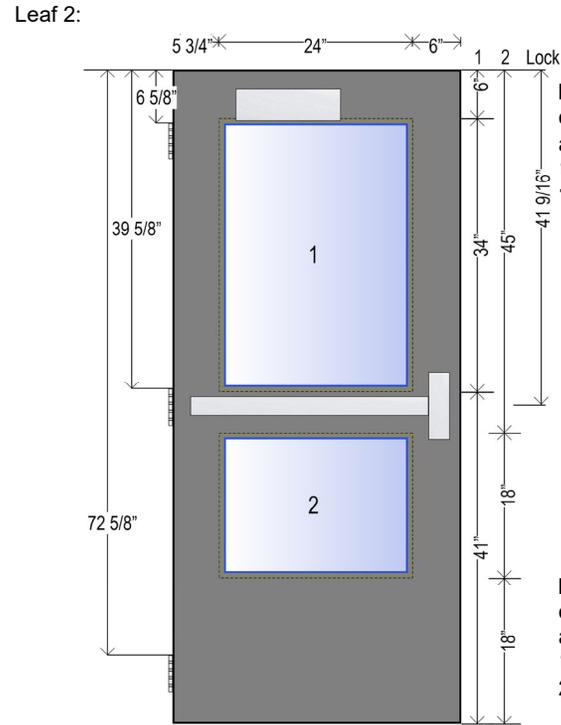
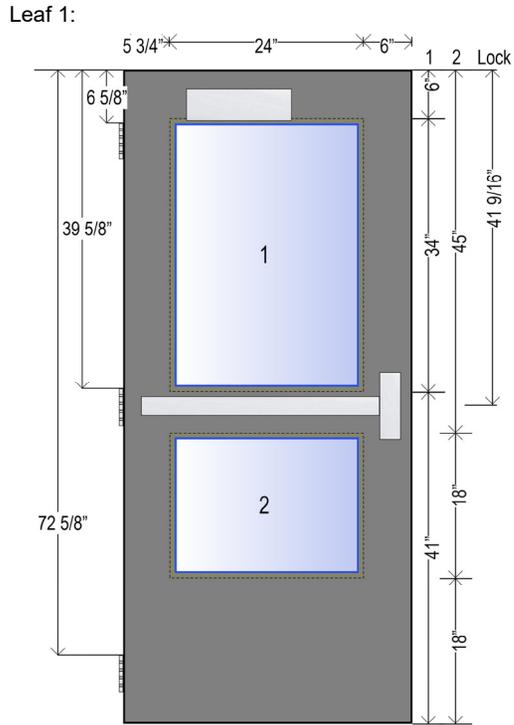
Door Size: 36" x 82" (nominal)

Note, Existing Frame to remain.
 Field Verify / Confirm location of Hinges

Tag#:

161A, 161B, 161C, 161D

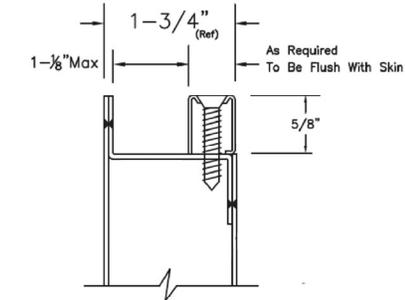
ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1	Lite		24"	34"	22 3/4" w x 32 3/4" h	6"	6"	41"
225	Lite		24"	18"	22 3/4" w x 16 3/4" h	6"	45"	18"



Door Size: 36" x 82" (nominal)

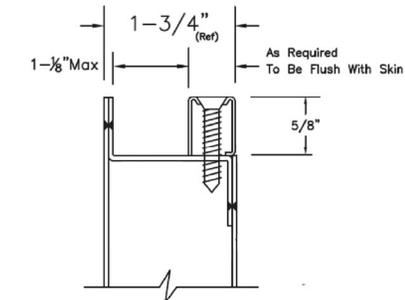
Door Size: 36" x 82" (nominal)

Ceco-4888



Optional Trim For Glass Pocket Widths Up To 1-1/8" Inch

Ceco-4888



Optional Trim For Glass Pocket Widths Up To 1-1/8" Inch

GLASS PENDING ON CHANGE ORDER
 APPROVAL
 USING EXISTING FRAMES

Note Fire Rated Doors. Fire Rated Glazing to comply with Fire w/ 08 88 13; Addendum 01. Confirm with CFW if security film is required at Interior Access Doors

Tag#: 120A, 120B, 120C

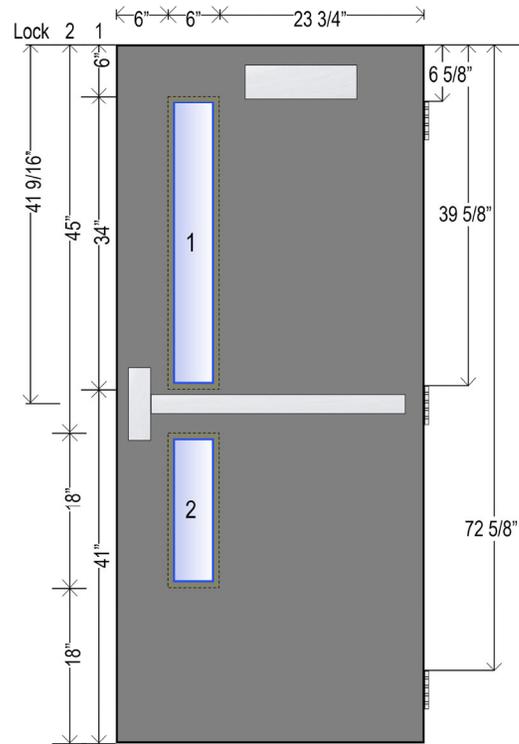
Lobby / Corridor Doors

Leaf 1

ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1	Lite		24"	34"	22 3/4" w x 32 3/4" h	6"	6"	41"
226	Lite		24"	18"	22 3/4" w x 16 3/4" h	6"	45"	18"

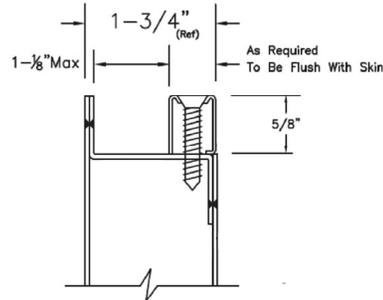
Leaf 2

ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1	Lite		24"	34"	22 3/4" w x 32 3/4" h	6"	6"	41"
2	Lite		24"	18"	22 3/4" w x 16 3/4" h	6"	45"	18"



Door Size: 36" x 82" (nominal)

Ceco-4888



Optional Trim For Glass Pocket
 Widths Up To 1-1/8" Inch

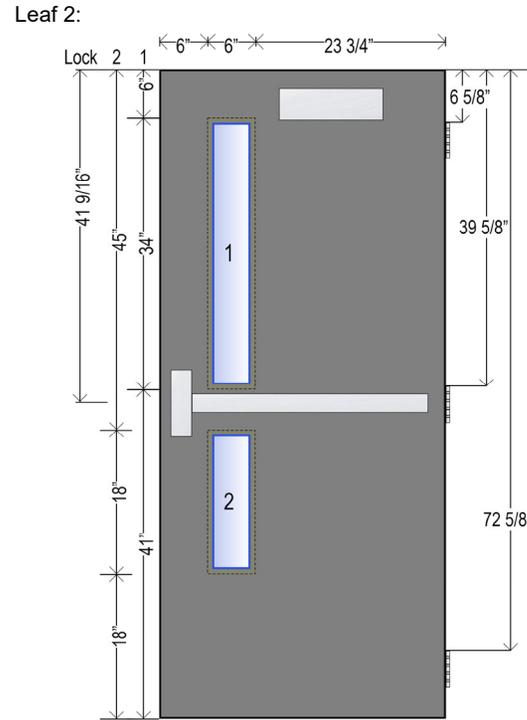
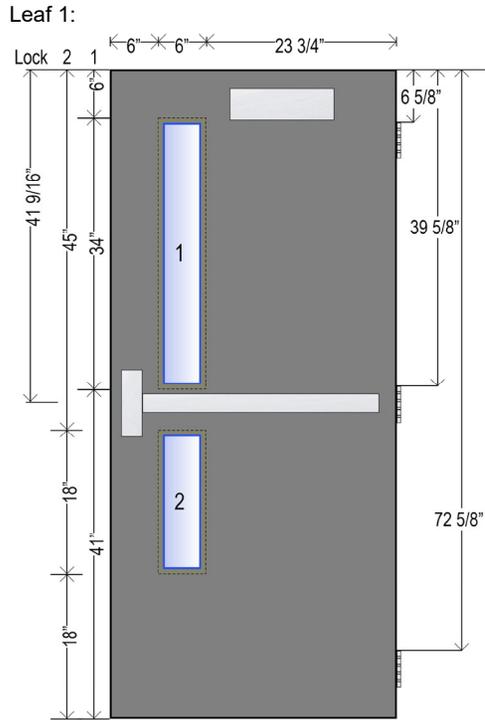
GLASS PENDING ON CHANGE ORDER APPROVAL
 USING EXISTING FRAMES

Confirm with CFW if security film is required at
 Interior Access Doors

Tag#:
 143A, 143B, 143C

Mutli-Purpose Doors

ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1 228	Lite		6"	34"	4 3/4" w x 32 3/4" h	6"	6"	41"
	Lite		6"	18"	4 3/4" w x 16 3/4" h	6"	45"	18"



Door Size: 36" x 82" (nominal)

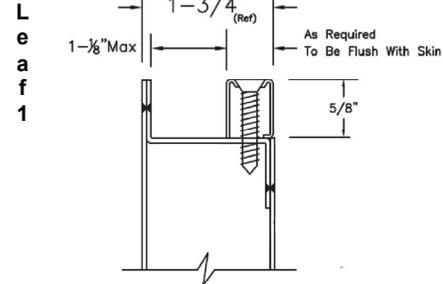
Door Size: 36" x 82" (nominal)

GLASS PENDING ON ORDER APPROVAL
 USING EXISTING FRAMES

Tag#: 100, 111, 169, 192

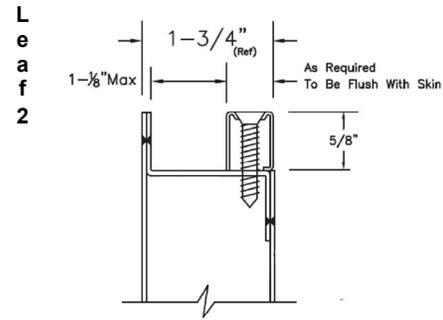
Exterior Access Control Doors

Ceco-4888



Optional Trim For Glass Pocket
 Widths Up To 1-1/8" Inch

Ceco-4888



Optional Trim For Glass Pocket
 Widths Up To 1-1/8" Inch

Leaf 1

ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1	Lite		6"	34"	4 3/4" w x 32 3/4" h	6"	6"	41"
229	Lite		6"	18"	4 3/4" w x 16 3/4" h	6"	45"	18"

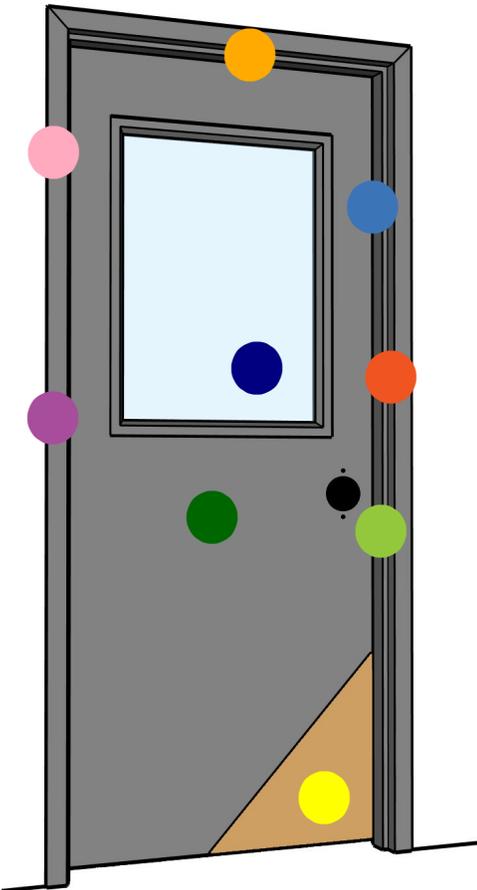
Leaf 2

ID	Type	Ctr	Width*	Height*	Visible Glass	Lock Stile*	Top Rail*	Bottom Rail*
1	Lite		6"	34"	4 3/4" w x 32 3/4" h	6"	6"	41"
2	Lite		6"	18"	4 3/4" w x 16 3/4" h	6"	45"	18"

Honeycomb Core Doors

Standard Features

- 1 3/4" standard; other thicknesses available
- Any manufacturer's hinge locations
- 18-gauge A40 galvanized steel standard
- ANSI A250.8 Model 2, continuously welded vertical edges (seamless) standard
- Rust inhibitive prime coat meets ANSI/SDI A250.10
- Exceeds ANSI A250.4 Performance Level A, tested to 10 million cycles
- Standard 3070 door meets blast resistant GSA Level C (4 PSI/28psi-msec)*, no additional charge
- 1" honeycomb hex cells permanently bonded to both face sheets



Material Options

- 16-gauge, 14-gauge
- A60, G90, CRS

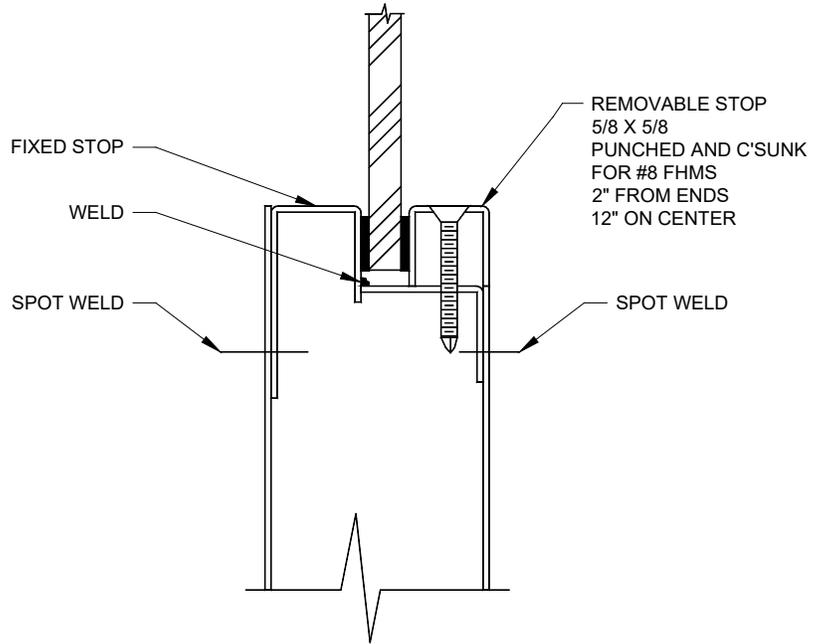
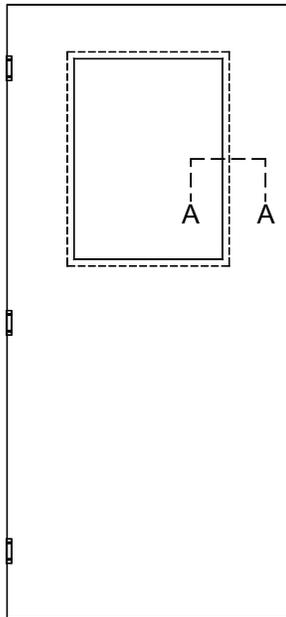
Feature Options

- Channelled lite cutout or integral lite option
- Flush top cap
- Any manufacturer's deadlock prep, panic prep, and mortise sectional trim
- Flat bar astragal (pairs)
- Up to 3 hr fire label
- Integral louver option

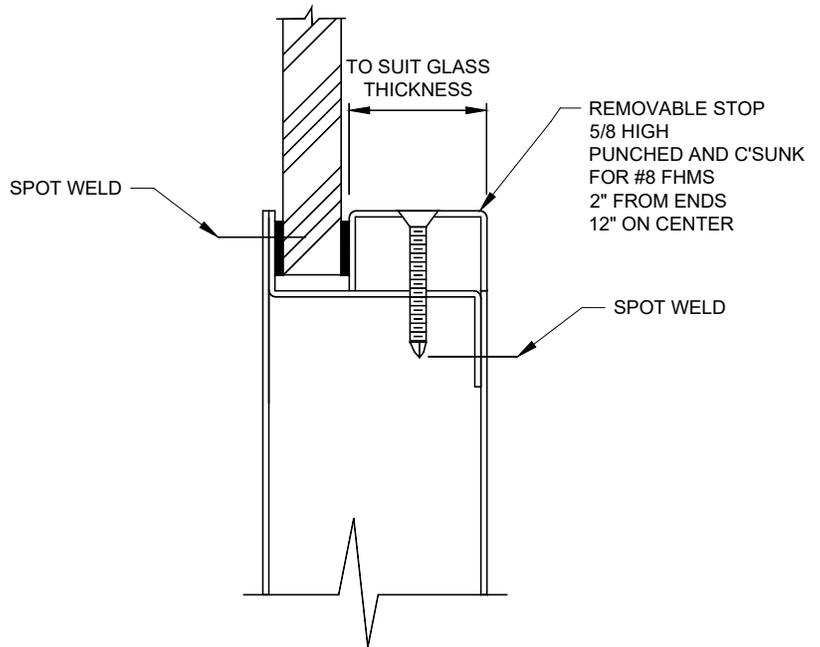
Hardware Reinforcements

- 3/16" for hinges
- 12-gauge for locks standard
- 14-gauge for closers standard
- Heavier gauge reinforcements available

**Commercial Grade 1 lockset and hinges required for blast resistant door.*



SECTION A-A
(STANDARD)



SECTION A-A
(OPTIONAL)

- 1.) 16 GA GLASS STOP (OTHER GAUGES AVAILABLE)
- 2.) REMOVABLE STOP IS PUNCHED AND COUNTERSUNK 2" FROM ENDS AND 12" ON CENTER (MIN 2 PER SIDE)

Integral Lite Option



Features:

- Integral lite
- Vision lite cutout and frame without factory-supplied glass is standard

Door Options:

- Honeycomb core doors
- Polystyrene core doors
- Dutch doors
- Rail and stile doors
- Steel stiffened core doors
- Temperature rise core doors

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #008: CE #017 - Added Casework Scope

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:	008 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/17/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$10,160.79

POTENTIAL CHANGE ORDER TITLE: CE #017 - Added Casework Scope

CHANGE REASON: Design Development

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

CE #017 - Added Casework Scope per Approved Shop Drawings

The following PCO reflects the additional cost to furnish only, all additional items indicated in returned Shop Drawings for Phase 1 Only:

- Sloped cabinet tops
- Added partition at closets
- Exposed Vent Pipe Chase/Cover with Horizontal Nailer. Chase will be laminated with matching P-Lam.

ATTACHMENTS:

[064100-2_R1-ArchitecturalWoodCabinets_ShopDrawings_RSPNSE.pdf](#) , [_McAuliffe_COR_06.17.25.pdf](#)

#	Budget Code	Description	Amount
1	600-641.000.Subcontract Architectural Wood Casework.Subcontract	Brothers of Industry Furnish Only	\$9,135.00
Subtotal:			\$9,135.00
LLB Fee (8.00%):			\$730.80
Bond & Insurance (2.99%):			\$294.99
Grand Total:			\$10,160.79

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 07/21/25
SIGNATURE **DATE**

SIGNATURE **DATE**


 Nick Shipp
Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, o=Viola Inc., email=Nick.Shipp@viola-inc.com, date=2025.07.21 15:42:14-0700
SIGNATURE **DATE**

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #009: Delete Soffits/ Infill T-Bar Ceilings

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:	009 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$941.79)

POTENTIAL CHANGE ORDER TITLE: Delete Soffits/ Infill T-Bar Ceilings

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #015 - T-Bar Ceiling Infill at Deleted Soffits

The following PCO reflects contract credit for the deletion of soffits and the infill with T-Bar Ceilings per RFI#026 response.

ATTACHMENTS:

[CO 1 - RFI 026 Add Grid.pdf](#) , [_CO1 soffit credit RFI #26.pdf](#) , [_CO 9.pdf](#) , [_McAuliffe 01 RFI 26 Soffits.docx](#)

#	Budget Code	Description	Amount
1	900-951.000.Subcontract Acoustical Ceilings.Subcontract	Prime Acoustics CO#01	\$4,304.13
2	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#08	\$(2,731.45)
3	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall Credit	\$(1,354.47)
4	900-991.000.Subcontract Painting.Subcontract	Vanguard Painting Credit	\$(1,160.00)
Grand Total:			\$(941.79)

Maurice Macare (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 07/21/25
SIGNATURE **DATE**

SIGNATURE **DATE**


 Nick Shipp
SIGNATURE **DATE**



31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
DZEST@MSN.COM License No 739826
Raymond.PrimeAcoustics@gmail.com

June 6, 2025

To: **Viola Constructoras Inc.**
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003

Re: **McAuliffe Elementary School Modernization**
3300 Via Marina Ave.
Oxnard, CA 93035

Request for Change Order # 1

We are providing you with the extra costs in materials and labor to accommodate changes made to the acoustical ceiling grid per RFI #026. Adding grid and tile where soffit was deleted.

Please see attachments.

Material:	\$2,007.53		
Labor:	\$1,905.32		
O & P 15%	\$586.93	\$391.28	10%
			12%
Total:	\$4,499.00	\$4,304.13	

If you have any questions, please call me at (818) 707-3508

Raymond Buensuceso
Project Manger

Job Name: **McAuliffe Elem.**

P.O. : **1250**

Change Order Cost Breakdown Number: **1**

Changes made per RFI #026 - Add Grid at soffit area

<i>Material</i>	<i>Quantity</i>	<i>Qty/Box</i>	<i>Price</i>	<i>Total</i>
Main Runners	84	LF	\$ 1.470	\$ 123.48
4' Tees	224	LF	\$ 1.470	\$ 329.28
Wall Angle	105	LF	\$ 0.970	\$ 101.85
Clips	35	Each	\$ 2.760	\$ 96.60
Hanger Wire	35	Each	\$ 6.340	\$ 221.90
EMT Comp. Post	7	Each	\$ 16.480	\$ 115.36
Siesmic Wire	28	Each	\$ 6.340	\$ 177.52
Tile - Mesa	147	SF	\$ 3.160	\$ 464.52
			\$ -	\$ -
Delivery			\$ 150.00	\$ 150.00
Total				\$ 1,780.51
Fuel Charge	2.50%			\$ 44.51
Tax	10.25%			\$ 182.50
Total				\$ 2,007.53

<i>Equipment</i>	<i>Quantity</i>	<i>Unit</i>	<i>Price</i>	<i>Total</i>
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
			\$ -	\$ -
Total				\$ -

<i>Labor</i>	<i>Men</i>	<i>Days</i>	<i>Hr</i>	<i>Price</i>	<i>Total</i>
Grid	1	1	7.00	\$ 100.28	\$ 701.96
Wire	1	1	3.00	\$ 100.28	\$ 300.84
Comp. Post	1	1	6.00	\$ 100.28	\$ 601.68
Tile	1	1	3.00	\$ 100.28	\$ 300.84
				\$ 100.28	\$ -
				\$ 100.28	\$ -
Total					\$ 1,905.32

Grand Total		\$ 3,912.85
Overhead & profit	15%	\$ 586.93
Total Change order		\$ 4,499.77

SOFFITS SHORTENED IN HIGHLIGHTED AREAS (7 TOTAL)

2700-GENERAL NOTES

1. CEILING HEIGHTS GIVEN ON REFLECTED CEILING PLANS ARE RELATIVE TO TOP OF FLOOR ELEVATION OF THAT ROOM. ASSUME TOP OF FLOOR ELEVATION OF +0'-0" REGARDLESS OF WHETHER THE ROOM IS FIRST, SECOND, OR THIRD FLOOR LEVEL.
2. AT SUSPENDED ACOUSTICAL CEILINGS, 2'x4' GRID IS TO BE CENTERED BETWEEN WALLS IN BOTH DIRECTIONS.
3. MECHANICAL AND ELECTRICAL ITEMS ARE SHOWN ON THIS PLAN FOR PLACEMENT PURPOSES ONLY. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR DETAILED INFORMATION AND ADDITIONAL ITEMS NOT SHOWN ON THIS PLAN.
4. ALL CEILING MOUNTED ITEMS OCCURRING WITHIN SUSPENDED ACOUSTICAL CEILING PANELS ARE TO BE CENTERED ON 2'x4' PANEL MODULES.
5. ALL GYPSUM BOARD CEILING INDICATED ON CEILING PLAN IS A SUSPENSION SYSTEM UNLESS UNLESS CROSS-HATCH PER LEGEND. CONTRACTOR TO CAREFULLY COORDINATE AND ROUTE LOCATIONS OF FIRE SPRINKLERS TO NOT INTERFERE WITH CEILING LIGHTS, MECHANICAL DUCTS, GRILLES, CEILING CLOUDS, ETC.
7. 9'-0" CEILINGS UNLESS NOTED OTHERWISE.

DSA STAMP

CLIENT
Oxnard School District



1051 South A Street
Oxnard, CA 93030

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ISSUES	DESCRIPTION	DATE
1	ADDENDUM 01	12/16/2024
2	ADDENDUM 02	01/02/2024
3	ADDENDUM 03	01/08/2024

2700 - KEYNOTES

- 2701 REMOVE AND REPLACE (E) LIGHT FIXTURES. FOR SURFACE MOUNTED 2x4 LUMINAIRES. PROVIDE ATTACHMENT TO MAIN RUNNER / STRUCTURE. PER DETAIL 02/ADD03-A2701

CONSULTANTS

LEGEND

- AREA(S) NOT IN SCOPE
- AREA(S) IN SCOPE, PER DSA APPROVED DWGS
- (E) SUSPENDED LAY-IN CEILING TO REMAIN
REPLACE ANY DAMAGED TILES
- (E) HARD LID CEILING, TO REMAIN
- (E) SKYLIGHT. NO WORK
- REMOVE & REPLACE EXISTING LIGHT FIXTURE AT CORRIDORS AND LOBBY AREA, TO BE LED TYPE. (MFR; MODEL #, PENDING)

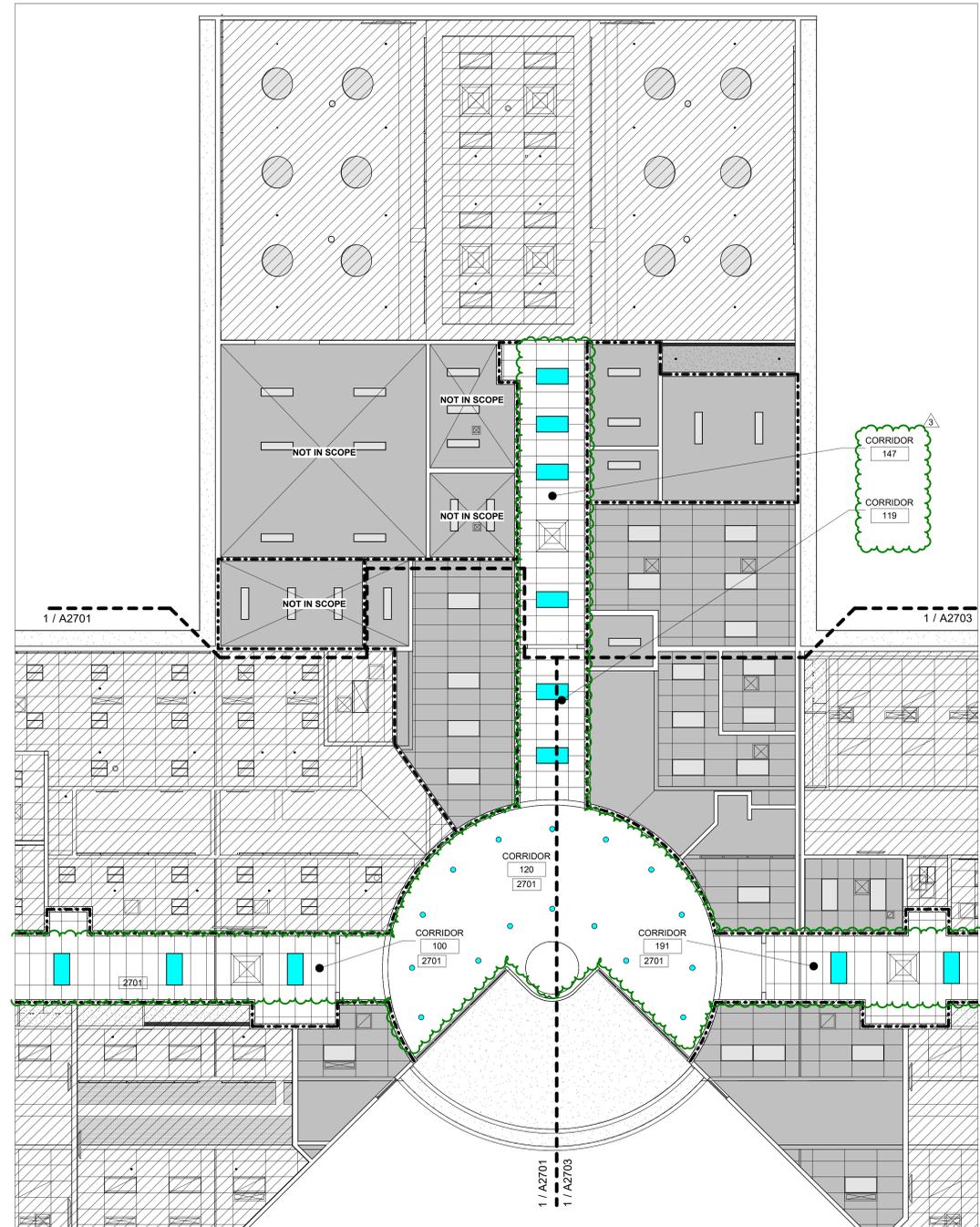
PRIME CONSULTANT
IBI GROUP
315 West 9th Street, Suite 600
Los Angeles, CA 90015, USA
tel 213 769 0011 fax 213 769 0016
ibigroup.com

PROJECT
**McAuliffe Elementary School
Modernization**
3300 Via Marina Ave
Oxnard, CA 93035

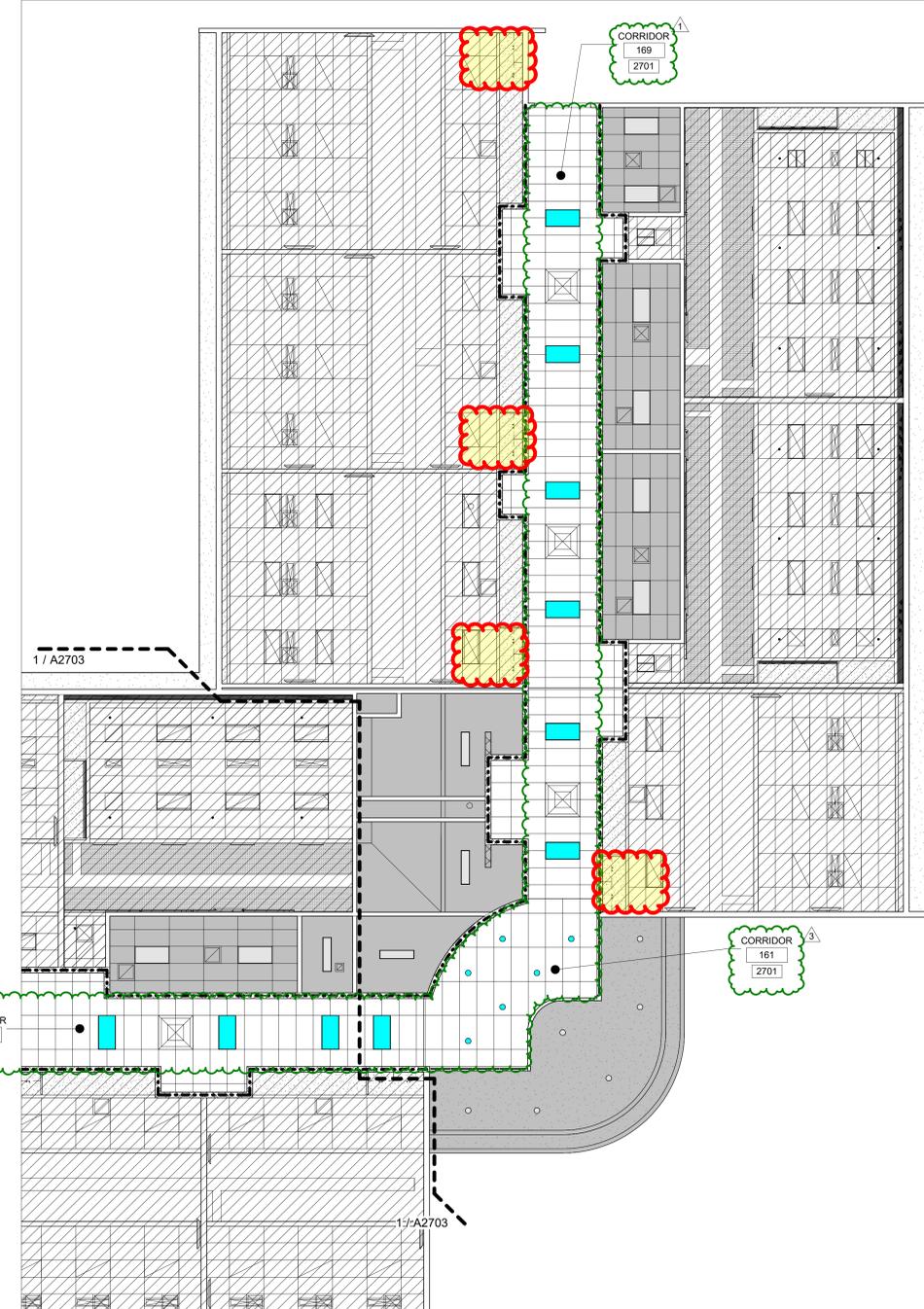
PROJECT NO:
123392
DRAWN BY: Author
PROJECT MGR: Designer
CHECKED BY: Checker
APPROVED BY: Approver

SHEET TITLE
**REFLECTED CLNG PLAN -
CENTER & END WING**

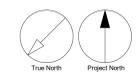
SHEET NUMBER
A2702 ISSUE
3



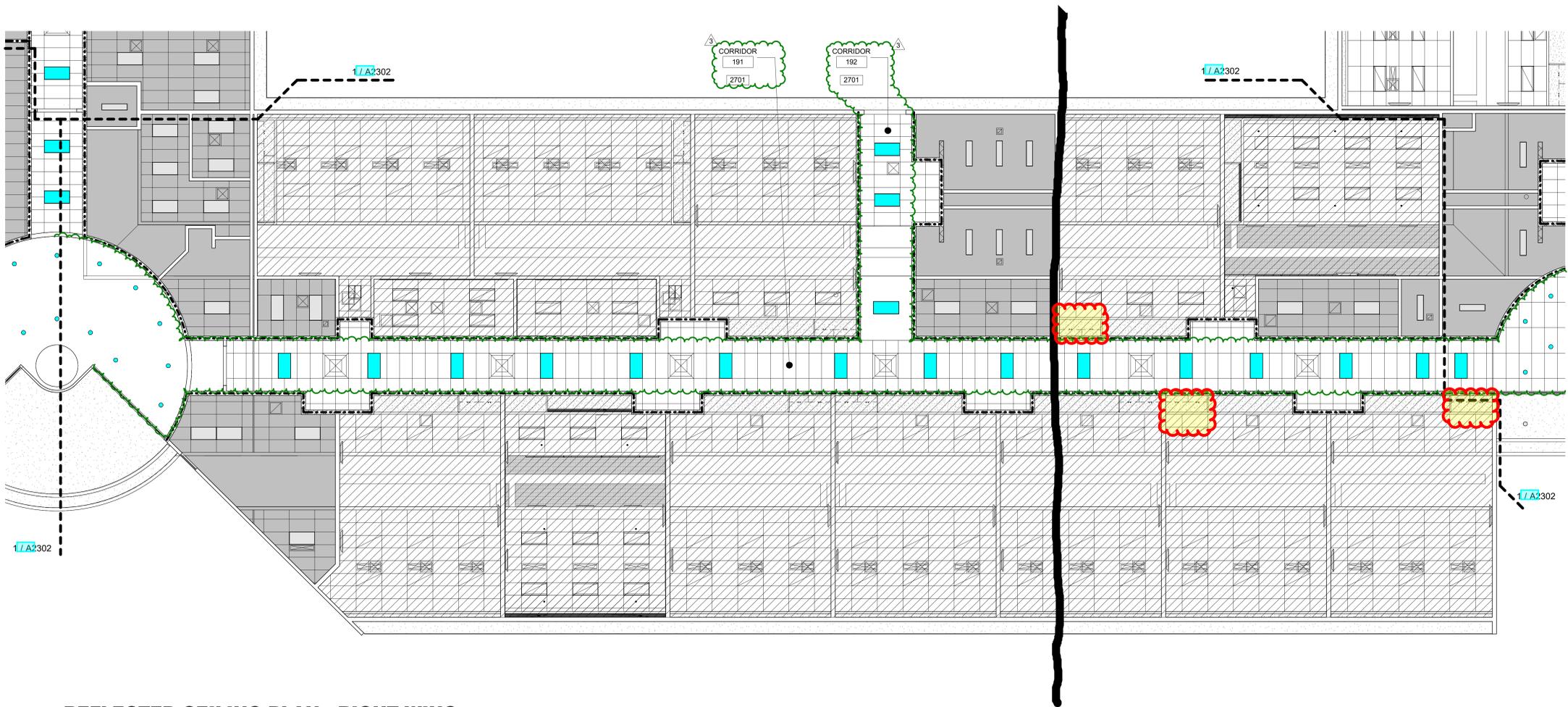
1 REFLECTED CEILING PLAN - CENTER WING



2 REFLECTED CEILING PLAN - END WING



SOFFITS SHORTENED IN HIGHLIGHTED AREAS (7 TOTAL)



1 REFLECTED CEILING PLAN - RIGHT WING

2700-GENERAL NOTES

1. CEILING HEIGHTS GIVEN ON REFLECTED CEILING PLANS ARE RELATIVE TO TOP OF FLOOR ELEVATION OF THAT ROOM. ASSUME TOP OF FLOOR ELEVATION OF +0'-0" REGARDLESS OF WHETHER THE ROOM IS FIRST, SECOND, OR THIRD FLOOR LEVEL.
2. AT SUSPENDED ACOUSTICAL CEILINGS, 2'x4' GRID IS TO BE CENTERED BETWEEN WALLS IN BOTH DIRECTIONS.
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7. 9'-0" CEILINGS UNLESS NOTED OTHERWISE.

DSA STAMP

CLIENT
Oxnard School District



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Oxnard, CA 93030

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ISSUES

No.	DESCRIPTION	DATE
1	ADDENDUM 01	12/16/2024
2	ADDENDUM 02	01/02/2024
3	ADDENDUM 03	01/08/2024

2700 - KEYNOTES

2701 REMOVE AND REPLACE (E) LIGHT FIXTURES. FOR SURFACE MOUNTED 2x4 LUMINAIRES. PROVIDE ATTACHMENT TO MAIN RUNNER / STRUCTURE. PER DETAIL 02/AD003-A2701

CONSULTANTS

LEGEND

- AREA(S) NOT IN SCOPE
- AREA(S) IN SCOPE, PER DSA APPROVED DWGS
- (E) SUSPENDED LAY-IN CEILING TO REMAIN
REPLACE ANY DAMAGED TILES
- (E) HARD LID CEILING, TO REMAIN
- (E) SKYLIGHT. NO WORK
- REMOVE & REPLACE EXISTING LIGHT FIXTURE AT CORRIDORS AND LOBBY AREA, TO BE LED TYPE. (MFR; MODEL #, PENDING)

SEAL

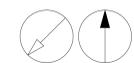
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ibigroup.com

PROJECT
**McAuliffe Elementary School
Modernization**
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO:
123392
DRAWN BY: Author
CHECKED BY: Checker
PROJECT MGR: Designer
APPROVED BY: Approver

SHEET TITLE
**REFLECTED CLNG PLAN -
RIGHT WING**

SHEET NUMBER
A2703
ISSUE
3





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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #26: North Soffits at Hallways side of CR

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Apr 29, 2025	Due Date	May 13, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	A2303/A2302	Reference	
Linked Drawings	A2303 , A2302		
Received From	Mike Ellis (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Jentsen Cadacio (Viola Inc.) , Mike Ellis (Viola Inc.), Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Thursday, Apr 24, 2025 at 12:37 PM PDT

Existing conditions in rooms: 171, 174 and 198 all have mechanical equipment that is in conflict with the new Soffit framing supports. Per field discussions with CFW and DSA Inspector, it was discussed possibly shortening the Soffit to stop before the new cabinet and upper cabinet. This would require placing T-Bar and Tile all the way to the wall. Please confirm.

In the other 7 rooms where Mechanical Equipment is in conflict with Soffit Hangers, please confirm we are to shorten the soffit at these locations similar to rooms 171, 174 and 198. To soffit over marker board cabinet and no soffit at the wall mount upper. Please advise.

Attachments

[85B9E6F3-5636-4D52-BB48-66BA3703A011.jpeg](#), [D4921051-A466-4D1F-AED1-1601298BF6FB.jpeg](#), [EC2A8630-ED75-478D-897D-08E76CF2F294.jpeg](#), [0C0F1D6D-6257-4D6F-9B67-6B73D7A03382.jpeg](#), [7D44D171-4196-4E68-9245-A5ABE2EF4748.jpeg](#), [37DCD74F-5CD6-4737-9E50-7FC8076B1492.jpeg](#), [90037B9F-FD1F-4E1A-92E5-A685C4177A9C.jpeg](#), [CBDB831F-3BBC-47AD-86A6-4ED5FF950173.jpeg](#), [FB60B1FC-1896-4397-B159-4CA573BF7E80.jpeg](#), [4353B0E6-9703-4C97-8C83-6942C2DE8030.jpeg](#)

Awaiting an Official Response

Soffits in room 171, 174, and 198 were removed from scope. T-bar ceiling to continue up to the wall. Provide additional information for other 7 rooms referenced.

No exceptions taken to shortening the soffits on corridor side to 2" from side of the markerboard cabinet.

Hunter Mosier
 Arcadis
 05/13/25



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800.928.6650
 Direct: 805.928.3397
 Fax: 805.928.0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola

Fax:

From: Chris Amburgey

Date: 6/19/2025

Project: Mcaullife

Page:

C0 #1 Description of Work: RFI#26 Credit for Soffit shortening in all 7 areas.

Job# 5428

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: RFI#26 Credit for Soffit shortening in all 7 areas.

Labor and Materials \$ (1,177.80)

Overhead \$ (176.67)

Total Amount: \$ (1,354.47)

Please sign and fax back to continue with material order

For which an add of \$ (1,354.47) is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



Change Order #

9

DATE: June 11, 2025

PROJECT: McAuliffe ES

Cost associated with credit for RFI 26: Rms 166, 167, 168, 175, 197, 1102, 1101

Description	Qty	Unit	Unit Price	Extension
2x6 (ledger)	-84	LF	\$ 1.23	\$ (103.32)
2x4 (studs, brace diagonal)	-336	each	\$ 0.74	\$ (248.64)
3" SDS	-84	each	\$ 1.15	\$ (96.60)
Material Subtotal				\$ (448.56)
Material Sales Tax			9.25%	\$ (41.49)
CA Additional Lumber Assessment			1%	\$ (3.52)
Material Total				\$ (493.57)
Labor Journeyman	-21	hour	\$ 89.60	\$ (1,881.60)
Labor Foreman		hour	\$ 93.21	\$ -
Subtotal				\$ (2,375.17)
Profit & Overhead			15%	\$ (356.28)
Total Change Order				\$ (2,731.45)

VANGUARD

PAINTING INC.

2541 Topaz Court
Oxnard, CA 93030

Phone: (805) 650-0111

Fax: (805) 650-0122

License #: 554570

June 7, 2025

Mr. Robert Lomino
Viola Constructors, Inc.
P.O. Box 5624
Oxnard, CA 93031

Job: McAuliffe ES
RE: RFI 26 - Soffits at North Hallway

Mr. Lomino:

This RFI deletes 3 soffits at rooms 171,174, and 198

My **credit** is:

Labor = 8 MH (@ \$ 110.00/MH)	\$ 880.00
Materials = 2 gal (@ \$ 65.00/gal)	\$ 130.00
Mark-up = 15%	<u>\$ 150.00</u>
Total credit	<u>\$-1,160.00</u>

Thank you.

Sincerely,



Thomas Roerich
McAuliffe 01 RFI 26



PCO #010

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #010: CE #022 - Vinyl Wrapped Acoust

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:	010 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/24/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$21,056.00)

POTENTIAL CHANGE ORDER TITLE: CE #022 - Vinyl Wrapped Acoust

CHANGE REASON: Client Request

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

CE #022 - Vinyl Wrapped Acoustical Panels per Submittal Response

The following PCO reflects the adjustment in cost to change acoustic wall panels from fabric wrapped to vinyl wrapped per submittal response. PCO includes additional cost vs credit for material change.

ATTACHMENTS:

[CO add MB installs.pdf](#)

#	Budget Code	Description	Amount
1	900-977.000.Subcontract Special Wall Surfacing.Subcontract	Tech-Wall Inc.	\$(21,056.00)
		Subtotal:	\$(21,056.00)
		LLB Fee (0.00%):	\$0.00
		Bond & Insurance (0.00%):	\$0.00
		Grand Total:	\$(21,056.00)

Maurice Macare (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

06/24/2025

SIGNATURE

DATE

SIGNATURE

DATE

Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, o=Viola Inc., cn=Nick Shipp
 Date: 2025.07.23 08:44:15-0700

Nick Shipp

SIGNATURE

DATE

TECH-WALL, INC.

ACOUSTICAL & TACKABLE SURFACES • 2590 East Main Street #105 • VENTURA, CA 93003 • PHONE (805) 642-7600

CHANGE ORDER PROPOSAL

Project Name: McAuliffe ES Modernization
 Contractor: Viola Construction
 Section: 09 77 13 1/2" Stretched-Fabric Wall System/ 10 77 21 1/2" Vinyl Wrapped Panels
 COR #: #1 Date: 6/24/2025

Description: This Change Order represents costs/credits for alterations in the panel product changes. The Stretched-Fabric Wall System Panels are replaced with Vinyl Wrapped Panels.

Additive:

Labor	Classification	Hours	Shop rate	
	Journeyman	72	\$95.00	\$6,840.00
	Journeyman	72	\$85.00	\$6,120.00
	Journeyman	72	\$75.00	\$5,400.00
	Shop Labor	56	\$50.00	\$2,800.00
				\$0.00
Total Labor Costs				\$21,160.00

Material	Type of material	Unit	Amount	Cost per unit		
	1/2" Tackable Core		8290	\$0.75	\$6,217.50	
	1/2" Aluminum Trim		5433	\$0.77	\$4,183.41	
	Koroseal Insight Illuminating #6322-90		720	\$10.25	\$7,380.00	
	This represents 8,290 sq ft coverage				Tax 9.50%	\$1,689.19
				Shipping	\$1,800.00	
Total Material Costs					\$21,270.10	
				Overhead 10%	\$4,243.01	
Total Additive Costs					\$46,673.11	

Deductive:

Labor	Classification	Hours	Shop rate	
	Journeyman	-104	\$95.00	(\$9,880.00)
	Journeyman	-104	\$85.00	(\$8,840.00)
	Journeyman	-104	\$75.00	(\$7,800.00)
	Shop Labor	-40	\$50.00	(\$2,000.00)
Total Labor Costs				(\$28,520.00)

Material	Type of material	Unit	Amount	Cost per unit		
	1/2" Comp Polyester	sq ft	-7690	\$2.30	(\$17,687.00)	
	1/2" Square Track	ln ft	-5981	\$1.10	(\$6,579.10)	
	Guilford FR701 fabric	yard	-523	\$13.35	(\$6,982.05)	
	This represents 7,690 sq ft coverage				Tax 9.50%	(\$2,968.57)
				Shipping	(\$1,768.00)	
Total Material Costs					(\$35,984.72)	
				Overhead 5%	(\$3,225.24)	
Total Deductive Costs					(\$67,729.96)	

This change order proposal is effective for 30 calendar days.

Total Direct Costs	-\$21,056.85
Rounding	0.85
Total Change in Cost	-\$21,056.00

McAuliffe Elementary School Modernization
 DSA No.: 03-121079

Submittal: 09 77 13 – 1.7C – Stretched Fabric Wall System – Samples for Verification

Subcontractor: Tech-Wall of Ventura, Inc.

R0 Submitted: 4/21/2025

Submittal reviews by the General Contractor are for compatibility with the general representation of the Contract Documents. The originating Subcontractor-Supplier is responsible for verification of dimensions, coordination with all related work, construction methods, compatibility with utility requirements and satisfactory completion.

Reviewed by: Luis Aguilar Date: 4/21/2025
 For Viola Incorporated

Additional Review Required By:

ARCHITECT ELECTRICAL ENGINEER
 CIVIL ENGINEER LANDSCAPE ARCHITECT
 STRUCTURAL ENGINEER OWNER
 MECHANICAL ENGINEER OTHER: _____



No Exceptions Taken Revise and Resubmit
 Make Corrections Noted Rejected

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for the review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimension; selecting fabrications processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

ARCADIS, A CALIFORNIA PARTNERSHIP

DATE: 06/20/25 BY: Hunter Mosier

District has directed the stretched fabric wall panels to be vinyl wrapped panel. Submit PD and sample for Vinyl Wrapped Panels. Refer to spec section 09 77 21.

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #011: Update T-Bar Ceiling

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:	011 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/1/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$16,776.84

POTENTIAL CHANGE ORDER TITLE: Update T-Bar Ceiling

CHANGE REASON: Design Development

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

CE #024 - Update T-Bar Ceilings to Current Code Phase 1

The following PCO reflects the additional cost to update ceiling wires and compression posts at Phase 3 open joist ceilings to current code as requested. PCO includes scope in Phase 1 only.

ATTACHMENTS:

[RE McAuliffe ES Modernization PCO#011.msg](#)

#	Budget Code	Description	Amount
1	900-951.000.Subcontract Acoustical Ceilings.Subcontract	Prime Acoustics CO#03	\$15,083.13
Subtotal:			\$15,083.13
LLB Fee (8.00%):			\$1,206.65
Bond & Insurance (2.99%):			\$487.06
Grand Total:			\$16,776.84

Maurice Macare (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 07/21/25
 SIGNATURE DATE

 SIGNATURE DATE


 Nick Shipp
 Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, o=Viola Inc., c=US
 Date: 2025.07.21 16:29:18-0700
 SIGNATURE DATE



31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
DZEST@MSN.COM License No 739826
Raymond.PrimeAcoustics@gmail.com

June 26, 2025

To: **Viola Constructoras Inc.**
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003

Re: **McAuliffe Elementary School Modernization**
3300 Via Marina Ave.
Oxnard, CA 93035

Request for Change Order # 3

We are providing you with the extra costs in materials and labor to change (99) existing compression posts up to current code in Phase 1 in areas without drywall to structure (Window side of rooms).

Material:	\$4,981.17	
Labor:	\$10,056.96	
O & P 10%	\$2,255.72	\$1,503.81
Total:	\$17,294.00	\$15,038.13

If you have any questions, please call me at (818) 707-3508

Raymond Buensuceso

Project Manger

Job Name: **McAuliffe Elem.**

P.O. : **1250**

Change Order Cost Breakdown Number: **3**

**Change Existing Comp. Posts to Comply with Code
in Ceiling area without drywall to Structure.**

Material	Quantity	Qty/Box	Price	Total
Top Plate	99	Each	\$ 1.270	\$ 125.73
EMT Comp. Post	99	Each	\$ 16.480	\$ 1,631.52
Siesmic Wire	396	Each	\$ 6.340	\$ 2,510.64
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Delivery			\$ 150.00	\$ 150.00
Total				\$ 4,417.89
Fuel Charge	2.50%			\$ 110.45
Tax	10.25%			\$ 452.83
Total				\$ 4,981.17

Equipment	Quantity	Unit	Price	Total
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
				\$ -
Total				\$ -

Labor	Men	Days	Hr	Price	Total
				\$ 104.76	\$ -
Wire	1	4	8.00	\$ 104.76	\$ 3,352.32
Comp. Post	1	7	8.00	\$ 104.76	\$ 5,866.56
1" EMT Preperation	1	1	8.00	\$ 104.76	\$ 838.08
				\$ 104.76	\$ -
				\$ 104.76	\$ -
Total					\$ 10,056.96

Grand Total		\$ 15,038.13
Overhead & profit	15%	\$ 2,255.72
Total Change order		\$ 17,293.85

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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #012: Extend Vinyl Wrapped Panels at Stem Wall Locations

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:	012 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/8/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$3,594.93

POTENTIAL CHANGE ORDER TITLE: Extend Vinyl Wrapped Panels at Stem Wall Locations

CHANGE REASON: Design Development

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

CE #026 - Extend Vinyl Wrapped Panels at Concrete Stem Wall Locations

The following PCO reflects the additional cost to extend Vinyl Wrapped Panel System 4" from finish floor due to existing exposed stem wall condition. This occurs in Phase 1 RM's 1101,168,171 and 175. Phase 2 RM#1.

ATTACHMENTS:

[Extended VVPs COs.pdf](#)

#	Budget Code	Description	Amount
1	900-977.000.Subcontract Special Wall Surfacing.Subcontract	Tech-Wall CO#02 Phase 1	\$2,400.00
2	900-977.000.Subcontract Special Wall Surfacing.Subcontract	Tech-Wall CO#02	\$832.00
Subtotal:			\$3,232.00
LLB Fee (8.00%):			\$258.56
Bond & Insurance (2.99%):			\$104.37
Grand Total:			\$3,594.93

Maurice Macare (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

 07/21/25
SIGNATURE **DATE**

SIGNATURE **DATE**


 Nick Shipp
Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, o=Viola Inc., email=nick@viola-inc.com, c=US
 Date: 2025.07.22 09:25:17 -0700
SIGNATURE **DATE**

TECH-WALL, INC.

ACOUSTICAL & TACKABLE SURFACES • 2590 East Main Street #105 • VENTURA, CA 93003 • PHONE (805) 642-7600

CHANGE ORDER PROPOSAL

Project Name: McAuliffe ES Modernization
 Contractor: Viola Construction
 Section: 09 77 13 1/2" Stretched-Fabric Wall System/ 10 77 21 1/2" Vinyl Wrapped Panels
 COR #: #2 Date: 7/7/2025

Description: This Change Order represents additional costs to extend Vinyl Wrapped Panels on walls that are concrete per Viola request in e-mail 7/1/2025 for 1101 East, 168 north, 171 North and 175 South. Phase #1

Additive:				
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>	
	Journeyman	4	\$95.00	\$380.00
				\$0.00
				\$0.00
	Shop Labor	4	\$50.00	\$200.00
				\$0.00
Total Labor Costs				\$580.00
Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>
	8'x4' Vinyl Wrapped Panels	5	\$256.00	\$1,280.00
	Koroseal Insight Illuminating #6322-90			\$0.00
				\$0.00
	Tax	9.50%		\$121.60
	Shipping			\$200.00
Total Material Costs				\$1,601.60
Overhead 10%				\$218.16
Total Additive Costs				\$2,399.76
Deductive:				
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs				\$0.00
Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>
				\$0.00
				\$0.00
				\$0.00
	Tax	9.50%		\$0.00
	Shipping			\$0.00
Total Material Costs				\$0.00
Overhead 5%				\$0.00
Total Deductive Costs				\$0.00
Total Direct Costs				\$2,399.76
Rounding				0.24
Total Change in Cost				\$2,400.00

This change order proposal is effective for 30 calendar days.

Accepted by: _____ Signed: _____ Date: _____

TECH-WALL, INC.

ACOUSTICAL & TACKABLE SURFACES • 2590 East Main Street #105 • VENTURA, CA 93003 • PHONE (805) 642-7600

CHANGE ORDER PROPOSAL

Project Name: McAuliffe ES Modernization
 Contractor: Viola Construction
 Section: 09 77 13 1/2" Stretched-Fabric Wall System/ 10 77 21 1/2" Vinyl Wrapped Panels
 COR #: #2 Date: 7/7/2025

Description: This Change Order represents additional costs to extend Vinyl Wrapped Panels on walls that are concrete per Viola request in e-mail 7/7/2025 for 101 West. Phase #2

Additive:				
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>	
	Journeyman	1	\$95.00	\$95.00
				\$0.00
				\$0.00
	Shop Labor	1	\$50.00	\$50.00
				\$0.00
Total Labor Costs				\$145.00

Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	
	8'x4' Vinyl Wrapped Panels	2		\$256.00	\$512.00
	Koroseal Insight Illuminating #6322-90				\$0.00
					\$0.00
				Tax 9.50%	\$48.64
				Shipping	\$50.00
Total Material Costs					\$610.64
Overhead 10%					\$75.56
Total Additive Costs					\$831.20

Deductive:				
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Labor Costs				\$0.00

Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	
					\$0.00
					\$0.00
					\$0.00
				Tax 9.50%	\$0.00
				Shipping	\$0.00
Total Material Costs					\$0.00
Overhead 5%					\$0.00
Total Deductive Costs					\$0.00

This change order proposal is effective for 30 calendar days.				Total Direct Costs	\$831.20
				Rounding	0.80
				Total Change in Cost	\$832.00

Accepted by: _____ Signed: _____ Date: _____



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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #013: Add SS Titan Anchors at Corridor Soffit Ledgers per RFI#059

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:	013 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/21/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$7,156.06

POTENTIAL CHANGE ORDER TITLE: Add SS Titan Anchors at Corridor Soffit Ledgers per RFI#059

CHANGE REASON: Design Development

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

CE #029 - Add SS Titans at Soffit Ledger per RFI#059

The following PCO reflects the addition of SS Titan Anchors at Corridor Soffit Ledgers per RFI#059.

ATTACHMENTS:

[1887_001.pdf](#)

#	Budget Code	Description	Amount
1	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#5	\$6,433.62
Subtotal:			\$6,433.62
LLB Fee (8.00%):			\$514.69
Bond & Insurance (2.99%):			\$207.75
Grand Total:			\$7,156.06

Maurice Macare (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003


 _____, 09/08/25
SIGNATURE DATE

SIGNATURE DATE


 Nick Shipp

SIGNATURE DATE



Change Order #

5

DATE: June 10, 2025

PROJECT: McAuliffe ES

Cost associated with RFI 59

Description	Qty	Unit	Unit Price	Extension
✓ KH-EZ CRC 3/8x4"	350	each		\$ 1,341.96
✓ 1/2" HDG cut washer	350	each	\$ 0.56	\$ 196.00
✓ Material Subtotal				\$ 1,537.96
✓ Material Sales Tax			9.25%	\$ 142.26
✓ CA Additional Lumber Assessment			1%	\$ -
✓ Material Total				\$ 1,680.22
✓ Labor Journeyman	33	hour	\$ 89.60	\$ 2,956.80
✓ Labor Foreman	13	hour	\$ 93.21	\$ 1,211.73
✓ Subtotal				\$ 5,848.75
✓ Profit & Overhead			18% 15%	\$ 877.34 584.87
✓ Total Change Order				\$ 6,726.06

\$ 6,433.62



DAILY EXTRA WORK ORDER

Total Tickets for Job: 2
 CO Tickets 2 of 7

CA Contractor's License # 662128

Project Name: McAuliffe E.S.
 Issued To: Viola

Ref # RFI #59
 Ticket No:
 Date: 6/5/95 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
install 2x4" KH EZ CRC

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Rafael Suarez	6hr			Lumber/Delivery (circle):
Leasia Castillo	6hr			
Cecilia Rodriguez	6hr			Plywood/Delivery (circle):
				Hardware:
				350 KH-EZ CRC 2x4
				350 1/2 cut washer HDG
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
	18			Sawzall Blades:
Equipment		Hours		Drill Bits:
Forklift Gradall				Anchors/Epoxy:
Truss Boom				Shot Pins:
Scissor Lift				
Boom Lift				

Approval Issued By: Michael R Ellis Proj Spt.
 Signature & Title

Name: Michael R Ellis Date: 5 June 95
 Printed

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790



Customer Service
800-879-8000
www.hilti.com

Credit Dept
800 950-6196

INVOICE 4624529811

Duns: 00-117-3525
Federal ID: 06-0732334

ABDELLATIF ENTERPRISES INC
26072 MERIT CIR STE 103
LAGUNA HILLS CA 92653-7015

Invoice date:	06/02/2025
Invoice due date:	07/02/2025
Cust. P.O. number:	McAULIFFE ELEMENTARY
Customer account:	10785898

Page 1 (2)

Delivery Address: ABDELLATIF ENTERPRISES INC, 768 TRANSOM WAY, OXNARD CA 93035-1201 ATTN: CECIL RODRIGUEZ 08059011580

HILTI SALES REP: JERAN JAURIGUE, TUS0740504 **Order number:** 586728536 **Date:** 06/02/2025
Payment Terms: 30 days net **Location ID:** 29677240

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
SHIPMENT NUMBER: 329761423						
2221951	SCREW ANCHOR KH-EZ CRC 3/8"X4"	1 BOX	1 BOX of 50 EA = 50 EA	188.29	188.29	A
3675666	KH-EZ CRC 3/8"X4" MC	1 EA		1,094.67	1,094.67	A
2221951	SCREW ANCHOR KH-EZ CRC 3/8"X4"		6 BOX of 50 EA = 300 EA			
				Items Total	1,282.96	
				Freight	59.00	
				Total net value	1,341.96	
				Total Tax	118.67	
Total amount					USD	1,460.63

Taxes: State: CA 6 % \$ 76.98 County: 1.25 % \$ 16.04 City: 0 % \$ 0.00 Spcl County:

Taxes: 2 % \$ 25.65

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

It is possible for freight to split across multiple invoices. To simplify your freight charges, sign up for Hilti SMART at Hilti.com. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
007 - VENTURA

(805) 644-2226
6086 NICOLLE ST
VENTURA CA 93003
VENTURA

INVOICE

INVOICE NUMBER
10021741250
INVOICE DATE
06/04/2025
CUSTOMER PO NUMBER

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
PZK ZFS MRB

ACCOUNT # 4050000

TERRITORY:
SHIP TO: 10005505192

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 6040 CYPRESS, CA 90630-0040

ABDELLATIF ENT'P INC.
26072 MERIT CIR #103
LAGUNA HILLS CA 92653

MCAULIFFE ELEMENTARY SC
3300 VIA MARINA AVENUE
OXNARD CA 93035

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
06/04/2025	66399723	CECILIO RODRIGUEZ	DODGE, ANTHONY	VILLAREAL, JESSE P
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
007	10005505192	2% 10TH NET 11TH	5. WALK IN	MCAULIFFE

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	277CWG12	1/2" HDG CUT WASHER	350	0.5628 EA	0	350	196.98	15.26
2	430SS406	6"X75' 40MIL SUBSEAL FLASHING MFM	1	25.49 RL	0	1	25.49	1.98

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call (888) 888-9580

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms> to view complete terms and conditions.

TOTAL GROSS	222.47
TOTAL TAX	17.24
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	239.71

RECEIVED BY:

SIGNATURE COPY ON FILE



31129 Via Colinas #702 Westlake Village, CA 91362
 Tel (818) 707-3508 Fax (818) 707-3509
DZEST@MSN.COM License No 739826
Raymond.PrimeAcoustics@gmail.com

July 18, 2025

To: **Viola Constructoras Inc.**
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003

Re: **McAuliffe Elementary School Modernization**
3300 Via Marina Ave.
Oxnard, CA 93035

Request for Change Order # 4

We are providing you with the extra costs in materials and labor to install compression posts in the rated side of the rooms per CCD-003 Details. See attached signed tickets.

Material:	\$1,103.53	
Labor:	\$9,218.88	
O & P 15% 10	\$1,548.36	\$ 1,032.24
Total:	\$11,870.00	\$ 11,354.65

If you have any questions, please call me at (818) 707-3508

Raymond Buensuceso
 Project Manger



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.8.25 TUESDAY

Job Name McAULIFFE ELEM.

General Contractor VIOLA

Reference VERIFIED VIOLA 7/8/25

CE # 23
CCD-003

Change Order # _____

SCHEDULES RECOVERY

Description of Work:

T&M WORK INSTALLING COMPRESSION POSTS
IN PHASE 1, RATED CEILING AREAS PER
CCD-003 DETAILS.

Labor: 2 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 16

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: DR Timboyt _____
 Name Signature Date

VERIFIED VIOLA - MURRAY URBAN 7/8/25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.9.25 Wed

Job Name MUAVUPPE ELEM

General Contractor VIOLA

Reference ~~CE#25~~ OT. FOR SCHEDULE RECOVERY

CE#23
CCD-003

Change Order # _____

Description of Work:

T&M WORK IN PHASE I INSTALLING COMPRESSION POSTS IN RATED CEILING AREAS PER CCD-003 DETAILS

Labor: 5 Men 8 Hours
_____ Men _____ Hours
_____ Men _____ Hours
Total Hours 40

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: 1612 Tim Hoyt _____
Name Signature Date

VERIFIED VIOLA. MEXY UREA 7.9.25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7-10-25 THURSDAY

Job Name MC AUMPRE

General Contractor VIOLA

*CE# 23
CCD-003*

Reference ~~CE # 25~~ RECORD OF SCHEDULE Change Order # _____

Description of Work:

T&M INSTALL COMPRESSION POSTS IN RATED AREAS IN PHASE 1 & 2 PER CCD-003 DETAILS

Labor: 2 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours

Total Hours 16

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: Mr Tim Hoyt *[Signature]* _____
 Name Signature Date

Verified Viola. Mercy URBAT 7/10/25

Job Name: **McAuliffe Elem.**

P.O. : **1250**

Change Order Cost Breakdown Number: **4**

T&M work to install compression posts per CCD-003

Material	Quantity	Qty/Box	Price	Total
45* Clip	100	Each	\$ 2.240	\$ 224.00
90* Clip	30	Each	\$ 2.240	\$ 67.20
1.5"x1.5"x12ga Angle	32	Each	\$ 2.970	\$ 95.04
1" EMT	30	Each	\$ 12.450	\$ 373.50
Screws	1	Each	\$ 47.000	\$ 47.00
Blades	1	Each	\$ 22.000	\$ 22.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Delivery			\$ 150.00	\$ 150.00
Total				\$ 978.74
Fuel Charge	2.50%			\$ 24.47
Tax	10.25%			\$ 100.32
Total				\$ 1,103.53

Equipment	Quantity	Unit	Price	Total
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
			\$ -	\$ -
Total				\$ -

Labor	Men	Days	Hr	Price	Total
7/8/2025	2	1	8.00	\$ 104.76	\$ 1,676.16
7/9/2025	5	1	8.00	\$ 104.76	\$ 4,190.40
7/10/2025	2	1	8.00	\$ 104.76	\$ 1,676.16
7/14/2025	1	1	8.00	\$ 104.76	\$ 838.08
7/15/2025	1	1	8.00	\$ 104.76	\$ 838.08
7/16/2025	1	1	8.00	\$ 104.76	\$ 838.08
7/17/2025	1	1	8.00	\$ 104.76	\$ 838.08
				\$ -	\$ -
Total					\$ 9,218.88

Grand Total \$ 10,322.41
 Overhead & profit \$ 1,548.36
 Total Change order \$ 11,870.77



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.8.25

Job Name McAULIFFE BLEM.

General Contractor VIOLA

Reference VERIFIED VIOLA 7/8/25

CE # 23
CCO-003

Change Order # _____

SCHEDULES RECOVERY

Description of Work:

T&M WORK INSTALLING COMPRESSION POSTS
IN PHASE I, RATED CEILING AREAS. PER
CCO-003 DETAILS.

Labor: 2 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours

Total Hours 16

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: _____

Name

Signature

Date

VERIFIED VIOLA - MURRAY URETA 7/8/25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.9.25

Job Name MUAVUPPE ELEM

General Contractor VIOLA

Reference CE# 25 OT. FOR SCHEDULE RECOVERY Change Order # _____

Description of Work:

T&M WORK IN PHASE I INSTALLING COMPRESSION
POSTS IN RATED CEILING AREAS PER CCD-003
DETAILS -

Labor: 5 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 40

Material:
 Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____
 Tile _____ Size _____ Glue _____ Screws _____

Equipment:
 Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: _____
 Name Signature Date
VERIFIED VIOLA. MERCEY URBETA 7.9.25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7-10-25

Job Name MC AMIPPE

General Contractor VIOLA

Reference CE # 25 RECOVERY OF SCHEDULE Change Order # _____

Description of Work:

T&M INSTALL COMPRESSION POSTS IN RATED AREAS IN PHASE 1 & 2 PER CCD-003 DETAILS

Labor: 2 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 16

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By:

 Name Signature Date
VERIFIED VIOLA - MERCY URBAN 7/10/25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.14.25 MONDAY

Job Name Mc KUFFE ELEM.

General Contractor VIOLA

Reference CE # 23 CCD-003 Change Order # _____

Description of Work: <u>RATED DRYWALL AREA</u>	
<u>TEMP WORK IN PHASE 1 & 2, INSTALLING COMP.</u>	
<u>POST PER CCD-003 DETAILS.</u>	

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:
 Main Runner: 4T 2T Mold _____ Wire _____
 Tile _____ Size _____ Glue _____ Screws _____

Equipment:
 Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: 1012 Tim Hoyt [Signature] 7/14/15
 Name Signature Date

VIOLA - M. UREDA 7-14-25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7-15-25 TUESDAY

Job Name MC AVULFFE ELEM.

General Contractor VIOLA

Reference CE# 23-CCD-003

Change Order # _____

Description of Work:

<u>TEM WORK IN PHASE 1 & 2, ADDING COMPRESSION</u>
<u>POSTS PER CCD-003 DETAILS.</u>

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:
 Main Runner: 4T 2T Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:
 Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: _____
 Name Signature Date

VERIFIED VIOLA - M. URRUTIA 7-15-25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.16.25 WEDNESDAY

Job Name MC AULIFFE ELEM.

General Contractor VIOLA

Reference _____

Change Order # _____

Description of Work:

<u>TEM WORK IN PHASE 1 & 2 INSTALLING</u>
<u>COMPRESSION POSTS PER CCD-003 DETAILS-</u>

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:
 Main Runner: 4T 2T Mold _____ Wire _____
 Tile _____ Size _____ Glue _____ Screws _____

Equipment:
 Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: _____

Name

Signature

Date

VERIFIED VIOLA M. URREA 7.16.25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.17.25 THURSDAY

Job Name MU AVUFFE ELEM.

General Contractor VIOLA

Reference CE # 23-CCD 003

Change Order # _____

Description of Work:

T&M WORK IN PHASE 1 & 2 INSTALLING COMP.
POSTS PER CCD-003 DETAILS.

Labor: 1 Men 0 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 0

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By:

 Name Signature Date
VERONICA VIOLA MURRAY 7-17-25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.16.25 WEDNESDAY

Job Name MC AULIFFE ELEM.

General Contractor VIOLA

Reference CE # 23 - CCD - 003

Change Order # _____

Description of Work:

T&M WORK IN PHASE 1 & 2 INSTALLING
COMPRESSION POSTS PER CCD-003 DETAILS-
ADDING WIRES AT AREAS NEEDED

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: 1012 Tim Hoyt [Signature] _____
 Name Signature Date

VERIFIED VIOLA M. URRUT 7.16.25

W



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.14.25 MONDAY

Job Name MC AMPPE ELEM.

General Contractor VIOLA

Reference CE# 23 CCD-003 Change Order # _____

Description of Work: <u>RATED DRYWALL AREA</u>
<u>TEM WORK IN PHASE 1 & 2, INSTALLING COMP.</u>
<u>POST PER CCD-003 DETAILS.</u>

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:
 Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____
 Tile _____ Size _____ Glue _____ Screws _____

Equipment:
 Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: 1012 Tom Hoyt [Signature] 7/14/15
 Name Signature Date

VIOLA VIOLA - M. UREDA 7-14-25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7-15-25 TUESDAY

Job Name MC AULIFFE ELEM.

General Contractor VIOLA

Reference CE# 23-CCD-003

Change Order # _____

Description of Work:

<u>TEM WORK IN PHASE 1 & 2, ADDING COMPRESSION</u>
<u>POSTS PER CCD-003 DETAILS</u>

Labor: 1 Men 8 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 8

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

Approved By: 102 Tim Hoyt _____ 7/15/25
 Name Signature Date

VERIFIED VIOLA - M. URBAN 7-15-25



31129 Via Colinas #702 Westlake Village, CA 91362
Tel. (818)707-3508 Fax (818)707-3509

Extra Work Ticket

Date 7.17.25 THURSDAY

Job Name MU AVULIFFE ELEM.

General Contractor VIOLA

Reference CE # 23-CCD 003

Change Order # _____

Description of Work:

T&M WORK IN PHASE 1 & 2 INSTALLING COMP.
POSTS PER CCD-003 DETAILS -

Labor: 1 Men 3 Hours
 _____ Men _____ Hours
 _____ Men _____ Hours
 Total Hours 3

Material:

Main Runner: _____ 4T _____ 2T _____ Mold _____ Wire _____

Tile _____ Size _____ Glue _____ Screws _____

Equipment:

Lift _____ Pole _____ Drill _____ Laser _____ Dumpster _____

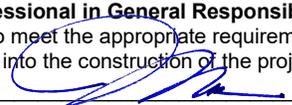
Approved By: 10R / Tim Hoyt _____ 7/17/25
 Name Signature Date

Verified VIOLA MURRAY 7-17-25

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 003 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Oxnard School District		DSA File Number: 56 22	
Project Name/School: McAuliffe Elementary School Modernization		DSA Application Number 03 121079	
3. APPLICANT INFORMATION:			
Date Submitted: 06/13/25	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2 + Supporting Documents		
Firm Name: Arcadis/IBI Group	Contact Name: Ruben Ruiz		
Work Email: Ruben.Ruiz@arcadis.com	Work Phone: (805) 748-9900		
Firm Address: 333 S. Hope St. Suite C-200	City: Los Angeles	State: Ca	Zip Code: 90017
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Maurice Macare			
Professional License Number: C13998		Discipline: Architecture	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Alternate Options for Ceiling Grid Compression Strut Installation. Alternate Options for Bracing Wire at Rated Ceiling and CMU wall attachment			
List of DSA-approved drawings affected by this post-approval document: 11/A8300			

DSA USE ONLY		
	Returned	DSA STAMP
SSS RS Date <u>6/30/25</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;">APPROVED DIV. OF THE STATE ARCHITECT APP: 03-121079 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input type="checkbox"/> DATE: <u>06/30/2025</u></p> </div>
FLS FC Date <u>06/02/2025</u> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	By: _____	
ACS Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		

Scott And Sons Electric

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

CO 755-02

TO: Viola Inc
SPEC. SEC. # : 260000
JOB NAME: McAuliffe ES Modernization
JOB ADDRESS: 3300 Via Marina Ave

ATTN: Nick
TRADE: Electrical

DATE SUBMITTED: 8/14/2025

LICENSE NO: 700054
DIR # 1000000877

PHONE NO: (805) 642-8547
FAX NO: (805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order:

\$ 638.39

INCLUDES:

Required T and M work for RFI 70 and ASI-005.

EXCLUDES:

See Contract

CO 755-02

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$17.00
Quotes	0.00
Sales Tax (9.25%)	1.57
Total Material	\$18.57
Labor	
Direct (6.00 hours @ \$93.63)	\$561.78
Non-Productive Labor	0.00
Total Labor (6.00 hours)	\$561.78
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$580.35
Overhead (10.00%)	58.04
Profit (0.00%)	0.00
Job Total	\$638.39
Actual Bid Price	\$638.39
Material to Direct Labor ratio: 0.03	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	9.09
Gross Profit \$	\$58.04
Net Profit %	0.00

CO 755-02
 Job Number: 2662
 Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr	Lab F
--- 18 Misc. ---							
T0001	T and M Ticket # 2	1	15.00 E	15.00	4.00 E	4.00	
T0002	T and M Ticket # 7	1	2.00 E	2.00	2.00 E	2.00	
--- 18 Misc. Total ---				17.00		6.00	
Job Total				17.00		6.00	

* Target, Labor column 2



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

RFI# 70 ASI-005

T&M Ticket #7

FRIDAY

Performed on Jul 10, 2025

Reference #

BE#25 AT RECOVERY OF SCHEDULE

Location

Ordered by

Mercy Urrea (Viola Constructors, Inc)

Status

In Progress

Description

PHASE 2. Cut out existing duplex receptacles and change to accommodate quad-receptacles. Demo existing receptacle & t-stats in way of TV blocking. Undo power wiring and rewire. Coil up old t-stat wires above t-bar.

Labor (1)

Employee	Classification	Time Type	Hours
Alberto Aldana	Apprentice - Period 4	Standard Shift	2.00
			Total: 2.00

Materials (1)

Material	Description	Unit	Quantity
Mud-rings	1" deep double gang mud-rings	ea	2.00
			Total: 2.00

Approvals

Verified Viola - Mercy Urrea 7-12-25
 COMPANY SIGNATURE DATE

102 Timothy
 CUSTOMER SIGNATURE DATE

Notes



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #2

Performed on Jul 8, 2025 Reference #
 Location Ordered by Mercy Urrea (Viola Constructors, Inc)
 Status In Progress
 Description Cut out existing duplex receptacles and change to accommodate quad-receptacles. Demo/relocate existing power/t-stat boxes in conflict with TV backing. Undo existing circuitry and rewire the existing receptacle. Coil up old t-stat wire above t-bar ceiling.

Labor (1)

Employee	Classification	Time Type	Hours
Rogelio Delgado	Apprentice - Period 5	Standard Shift	4.00
Total:			4.00

Materials (2)

Material	Description	Unit	Quantity
Mud-ring	1 1/2" deep 4S Double gang mud-ring	ea	10.00
Knock out seal	Knock out seal	ea	5.00
Total:			15.00

Approvals

✗

 COMPANY SIGNATURE DATE CUSTOMER SIGNATURE DATE

Notes

RFI - #70 TSTATS

ASI - 005 TEACHERS STATIONS /TV/ DATA

M. URREA 7-8-25
 VIOLA



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #70: Thermostat Locations

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Jun 11, 2025	Due Date	Jun 20, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	ASI 005R2	Reference	
Linked Drawings			
Received From	Mercy Urrea (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (Viola Inc.), Mike Ellis (Viola Inc.), Tim Hoyt , Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.), Mercy Urrea (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Tuesday, Jun 10, 2025 at 11:25 AM PDT

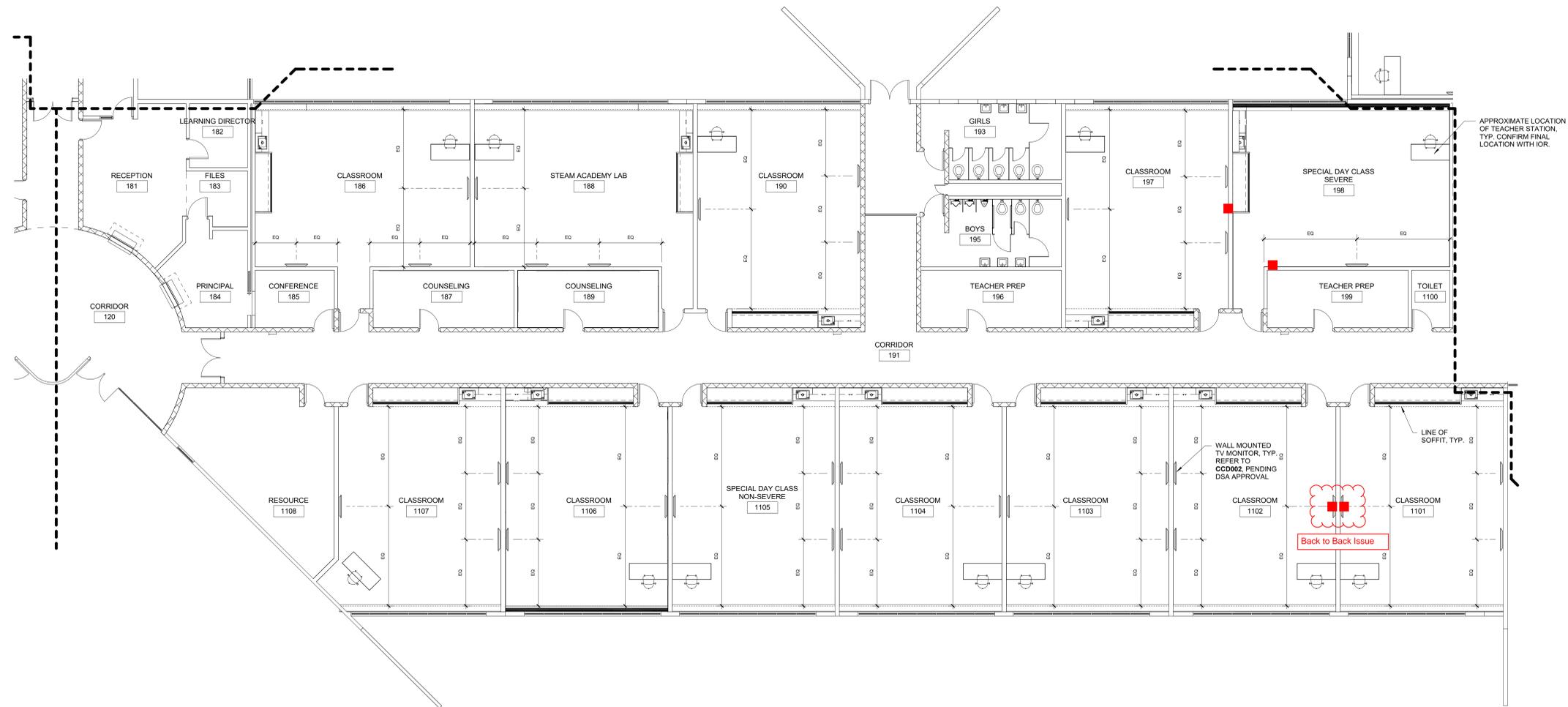
Per design documents, no work is shown to be done to the existing wall mounted thermostats. Existing conditions put thermostats in the middle of the walls in some locations and near the end of the walls in other locations. There are two locations where thermostats are back to back, affecting the layout of the TV locations (1101/1102 and 167/168). These thermostats will need to be relocated. Propose standardizing all thermostat locations to be installed at Teacher Stations. Please advise.

Attachments
[Existing T-Stat Locations - McAuliffe ES Modernization.pdf](#)

Awaiting an Official Response

Relocate thermostats that are in conflict as needed, and relocate to the teacher station where applicable. All other t-stats to remain in place.

Hunter Mosier
Arcadis
06/20/25



DSA STAMP

CLIENT
Oxnard School District



1051 South A Street
Oxnard, CA 93030

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ISSUES

No.	DESCRIPTION	DATE

CONSULTANTS

SEAL

PRIME CONSULTANT
IBI ARCADIS / IBI
333 S. Hope St., Suite C-200
Los Angeles, CA 90017, USA
tel 213 789 0011 fax 213 789 0016
arcadis.com

PROJECT
McAuliffe Elementary School
Modernization
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO:
123392
DRAWN BY:
HTM
PROJECT MGR:
RRR
CHECKED BY:
Checker
APPROVED BY:
Approver

SHEET TITLE
FLOOR PLAN - RIGHT WING TV
MONITOR LOCATIONS

SHEET NUMBER
ASI05-A1R
ISSUE

1 RIGHT WING FLOOR PLAN - TV MONITOR LAYOUT
1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE LINE OF SOFFIT

CLIENT
Oxnard School District



1051 South A Street
Oxnard, CA 93030

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ISSUES

No.	DESCRIPTION	DATE

CONSULTANTS

SEAL

PRIME CONSULTANT



PROJECT
McAuliffe Elementary School
Modernization
3300 Via Marina Ave
Oxnard, CA 93035

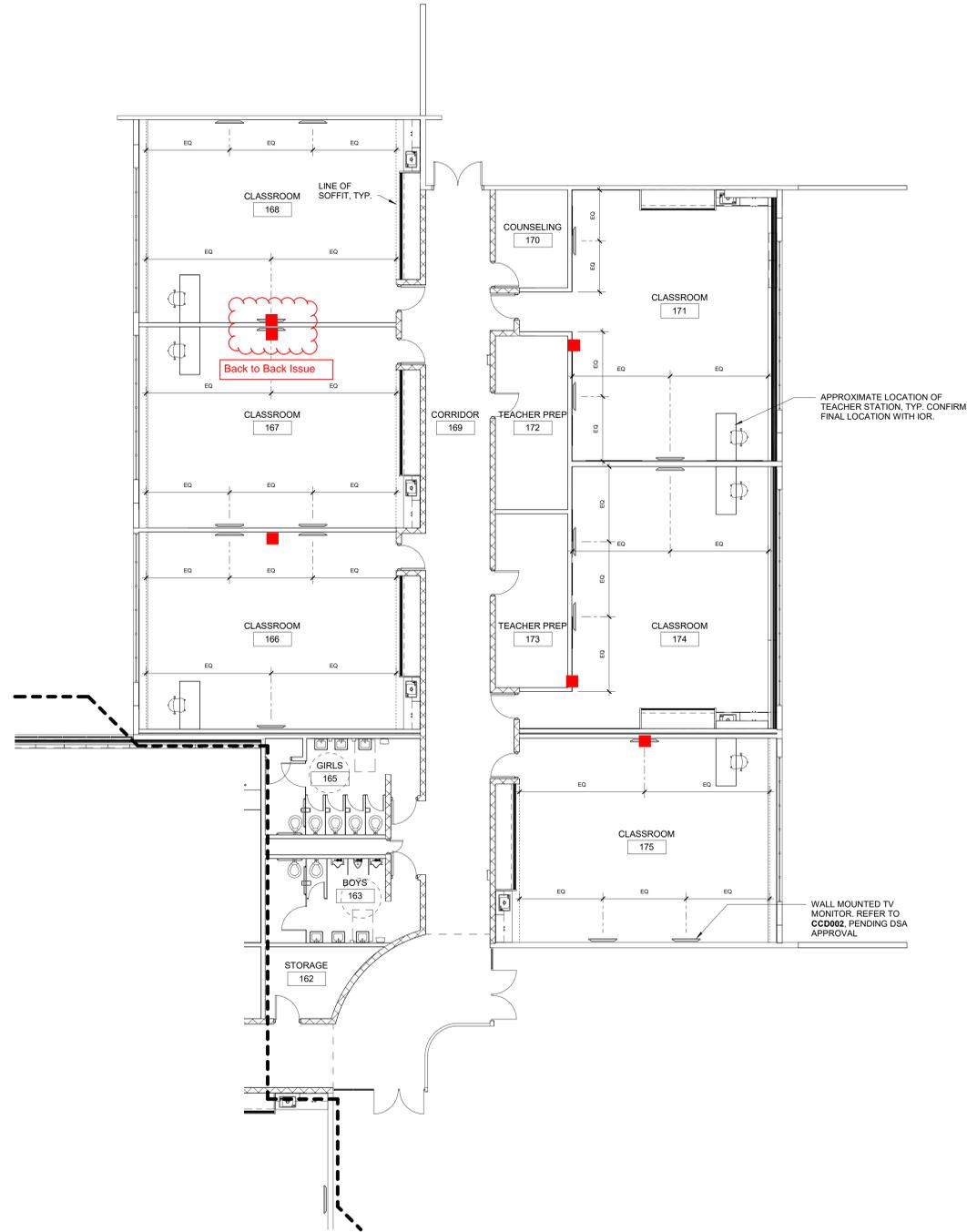
PROJECT NO:
123392

DRAWN BY: HTM	CHECKED BY: Checker
PROJECT MGR: RRR	APPROVED BY: Approver

SHEET TITLE
FLOOR PLAN - END WING TV
MONITOR LOCATIONS

SHEET NUMBER
ASI05-A2R

ISSUE



1 END WING FLOOR PLAN
1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE LINE OF SOFFIT

RFI Attachments

Description

Taken Date
06/11/2025 at 09:49 am

Upload Date
06/11/2025 at 09:57 am

Uploaded By
Luis Aguilar

File Name
580E19FE-4E66-491F-8...



ROOM 1101

RFI Attachments

Description

Taken Date
06/11/2025 at 09:49 am

Upload Date
06/11/2025 at 09:57 am

Uploaded By
Luis Aguilar

File Name
76E105FE-FE3A-496A-A...



ROOM 1102

RFI Attachments

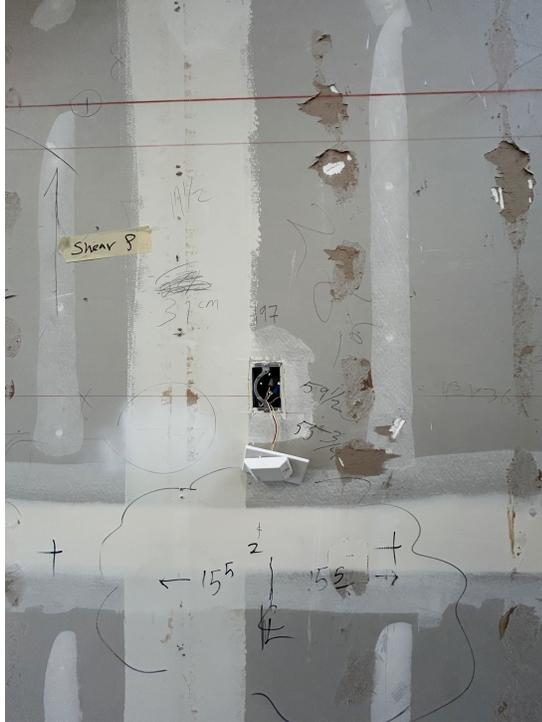
Description

Taken Date
06/11/2025 at 09:48 am

Upload Date
06/11/2025 at 09:57 am

Uploaded By
Luis Aguilar

File Name
[9121295D-671B-43B3-A...](#)



ROOM 197

RFI Attachments

Description

Taken Date
06/11/2025 at 09:48 am

Upload Date
06/11/2025 at 09:57 am

Uploaded By
Luis Aguilar

File Name
[68503720-E5AB-4FA6-B...](#)



ROOM 198

RFI Attachments

Description

Taken Date

06/11/2025 at 09:47 am

Upload Date

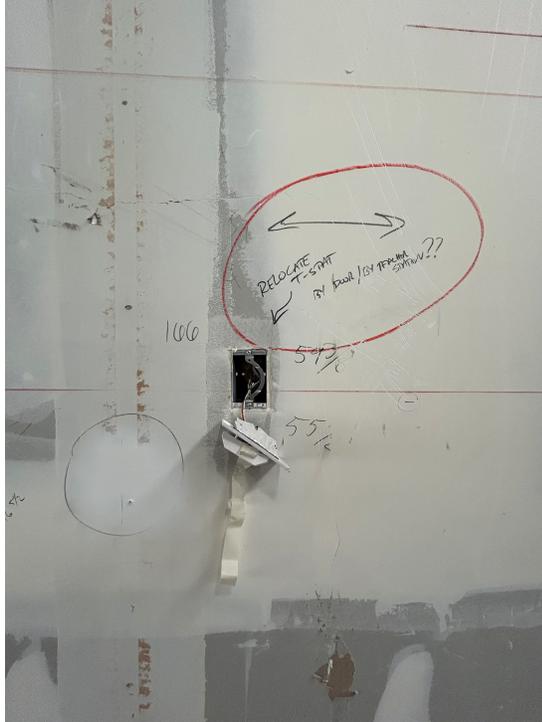
06/11/2025 at 09:57 am

Uploaded By

Luis Aguilar

File Name

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ROOM 166

RFI Attachments

Description

Taken Date

06/11/2025 at 09:45 am

Upload Date

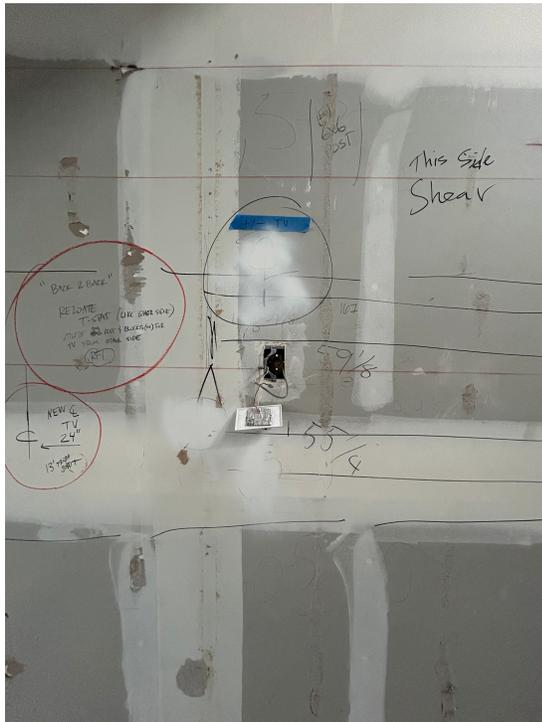
06/11/2025 at 09:57 am

Uploaded By

Luis Aguilar

File Name

31063482-0E7D-47C4-8...



ROOM 167

RFI Attachments

Description

Taken Date
 06/11/2025 at 09:41 am

Upload Date
 06/11/2025 at 09:57 am

Uploaded By
 Luis Aguilar

File Name
[6BC926F4-ACF2-4E06-9...](#)



ROOM 168

RFI Attachments

Description

Taken Date
 06/11/2025 at 09:40 am

Upload Date
 06/11/2025 at 09:57 am

Uploaded By
 Luis Aguilar

File Name
[47D6C542-B261-4FB8-8...](#)



ROOM 171

RFI Attachments

Description

Taken Date

06/11/2025 at 09:40 am

Upload Date

06/11/2025 at 09:57 am

Uploaded By

Luis Aguilar

File Name

8D46B812-5E1A-4099-9...



ROOM 171

RFI Attachments

Description

Taken Date

06/11/2025 at 09:39 am

Upload Date

06/11/2025 at 09:57 am

Uploaded By

Luis Aguilar

File Name

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ROOM 174

RFI Attachments

Description

Taken Date

06/11/2025 at 09:39 am

Upload Date

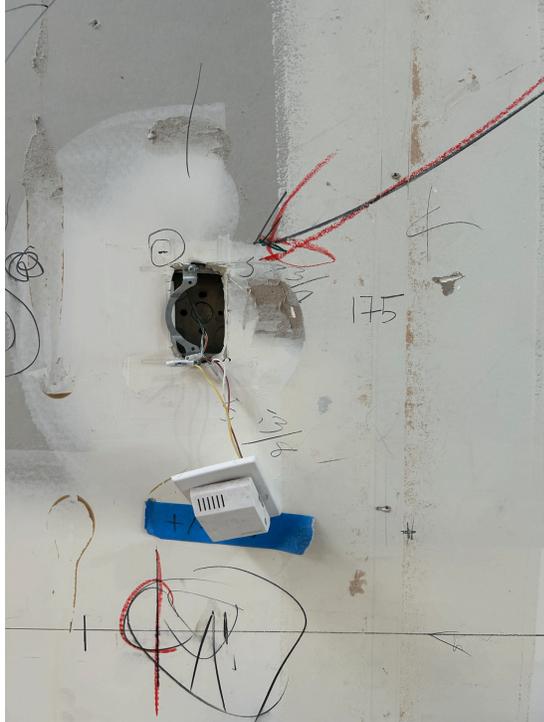
06/11/2025 at 09:57 am

Uploaded By

Luis Aguilar

File Name

3E7CFEFA-5993-47B5-A...



ROOM 175



Change Order #

15R

DATE: August 4, 2025

PROJECT: McAuliffe ES

Cost associated with RFI #28

Description	Qty	Unit	Unit Price	Extension
4x6	60	LF	\$ 2.09	\$ 125.40
4x12x10 PT	4	each	\$ 74.76	\$ 299.04
2x6x12	3	each	\$ 14.77	\$ 44.31
4x8x1/2 CDX	2	each	\$ 28.10	\$ 56.20
A34	16	each	\$ 0.96	\$ 15.36
1/2x8" machine bolt HDG	2	each	\$ 2.99	\$ 5.98
Square washers HDG	2	each	\$ 1.87	\$ 3.74
1/2" nut HDG	2	each	\$ 0.43	\$ 0.86
1/2"x3" lags HDG	16	each	\$ 1.52	\$ 24.32
1/2"x5" lags HDG	16	each	\$ 1.40	\$ 22.40
A35	36	each	\$ 0.83	\$ 29.88
Material Subtotal				\$ 627.49
Material Sales Tax			9.25%	\$ 58.04
CA Additional Lumber Assessment			1.00%	\$ 5.25
Material Total				\$ 690.78
Labor Journeyman	54	hour	\$ 89.60	\$ 4,838.40
Labor Foreman	19	hour	\$ 93.21	\$ 1,770.99
Subtotal				\$ 7,300.17
Profit & Overhead			10%	\$ 730.02
Change Order Total				\$ 8,030.19



Total Tickets for Job: 1
 CO Tickets 1 of 1

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128
 Project Name: McAuliffe E.S.
 Issued To: Viola

Ref # RFI # 28
 Ticket No:
 Date: 6/25/25 Day: S M W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)

Remove roof material, and open 2
EX 10 of cricket with plywood to install
new curb per RFI ~~28~~

No Cost Change Cost Change

Name	Hours	OT
<u>Cecilia Rodriguez</u>	<u>4 hrs</u>	
<u>Leslie Castillo</u>	<u>4 hrs</u>	
<u>RFI # 28</u>		
<u>NEW DETAIL FOR</u>		
<u>OUT RISE CURB ON RUP</u>		
<u>VERIFIED VIOLA 6/25/25</u>		
<u>MERCY VILLOSA</u>		
Equipment	Hours	
Forklift Gradall		
Truss Boom		
Scissor Lift		
Boom Lift		

Qty	Materials
	Lumber/Delivery (circle):
	<u>—</u>
	Plywood/Delivery (circle):
	Hardware:
	Bolts/Nuts:
	Nails:
	Screws:
	Sawblades:
	Sawzall Blades:
	Drill Bits:
	Anchors/Epoxy:
	Shot Pins:

Approval Issued By: [Signature]
 Signature & Title

Name: Tim Hoyt
 Printed

Date: 6-24-25

Phase 3



Total Tickets for Job: 5
CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128

Project Name: McAuliffe E.S

Issued To: _____

Ref # RFI # 28

Ticket No: _____

Date: 7/15/25 Day: SMTWTF S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Remove roof material 2nd plywood to install
steel angles in phase 2 HA #6
(demo to have space to install steel angle)

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Juan Arias	6 hrs			Lumber/Delivery (circle):
Rafael Suarez	4 hrs			
ALL TIME COVERED UNDER RFI # 28				Plywood/Delivery (circle):
REMOVE CRICKET FOR ACCESS TO CURB				Hardware:
ADD ANGLE BRACKET AND LAGS				Bolts/Nuts:
			16 1/2 X 3" Lags HDG	
			16 1/2 X 5" Lags HDG	
				Nails:
				Screws:
				Sawblades:
				Sawzall Blades:
				Drill Bits:
				Anchors/Epoxy:
				Shot Pins:
	10 hrs			
Equipment		Hours		
Forklift Gradall				
Truss Boom				
Scissor Lift				
Boom Lift				

Approval Issued By: [Signature] Name: 100 Tim Holt Date: 07/15/24
Signature & Title Printed

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790

VERIFIED VIOLA MERCY URBAN 7-18-25



DAILY EXTRA WORK ORDER

Total Tickets for Job: 1
CO Tickets 1 of 1

CA Contractor's License # 662128

Project Name: McAuliffe E.S.

Issued To: Violz

Ref # RFI 28

Ticket No: _____

Date: 6/16/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)

Duct Rise Support Blocking per
RFI # 28
Pull up Plywood & install some block

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Juan Arias	2 hrs			Lumber/Delivery (circle):
Rafael Suarez	2 hrs			12 L.F of 4x6
Cecilia Rodriguez	2 hrs			Plywood/Delivery (circle):
				Hardware:
				36 A35
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
				Sawzall Blades:
				Drill Bits:
				Anchors/Epoxy:
				Shot Pins:
Equipment				
Forklift Gradall				
Truss Boom				
Scissor Lift				
Boom Lift				

Approval Issued By: 102 Tim Hoyt

Signature & Title

Name: _____

Printed

Date: _____



Total Tickets for Job: _____
 CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License #

682128

Project Name:

McAvilisse E.S.
Vialz

Ref #

RFI 28

Issued To:

Ticket No:

Date:

7/16/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)

Getting material for RFI #28 & 38
and load it to the roof

MATERIAL FOR TERMINAL DAMAGE! DUCT RISER CURBS

No Cost Change

Cost Change

Name	Hours	OT
Juan Arias	3 hrs	
Joel Garcia	3 hrs	
Rafael Suarez	3 hrs	
<u>* NO ACCESS FOR TRUCK</u> <u>PARK IN STREET MOVE</u> <u>W/ CARS TO LOCATIONS</u> <u>PHASE 2</u>		
	9 hrs	
Equipment	Hours	
Forklift Gradall		
Truss Boom		
Scissor Lift		
Boom Lift		

Qty	Materials
	Lumber/Delivery (circle):
	<u>Material will be</u> <u>in ticket of RFI</u> <u>Pit. and Plywood</u>
	Plywood/Delivery (circle):
	Hardware:
	Bolts/Nuts:
	Nails:
	Screws:
	Sawblades:
	Sawzall Blades:
	Drill Bits:
	Anchors/Epoxy:
	Shot Pins:

Approval Issued By:

Name & Title

Name:

102 Tim Hoyt

Printed

Date: 07/16/24

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790

AT VERIFIED VIA MEXIA VISA 7/16/25



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #28: Duct Riser Support Blocking

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Apr 30, 2025	Due Date	May 9, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	1/M04	Reference	
Linked Drawings			
Received From	Mike Ellis (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Jentsen Cadacio (Viola Inc.) , Mike Ellis (Viola Inc.), Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Wednesday, Apr 30, 2025 at 08:40 AM PDT

Per detail 1, sheet M04, duct riser support does not indicate flashing, blocking or curb to be installed for the rectangular ductwork penetrations on the roof. Propose utilizing the following detail in order to properly flash, block and curb for the ductwork penetrations. Please note the blocking would have to be PT wood.

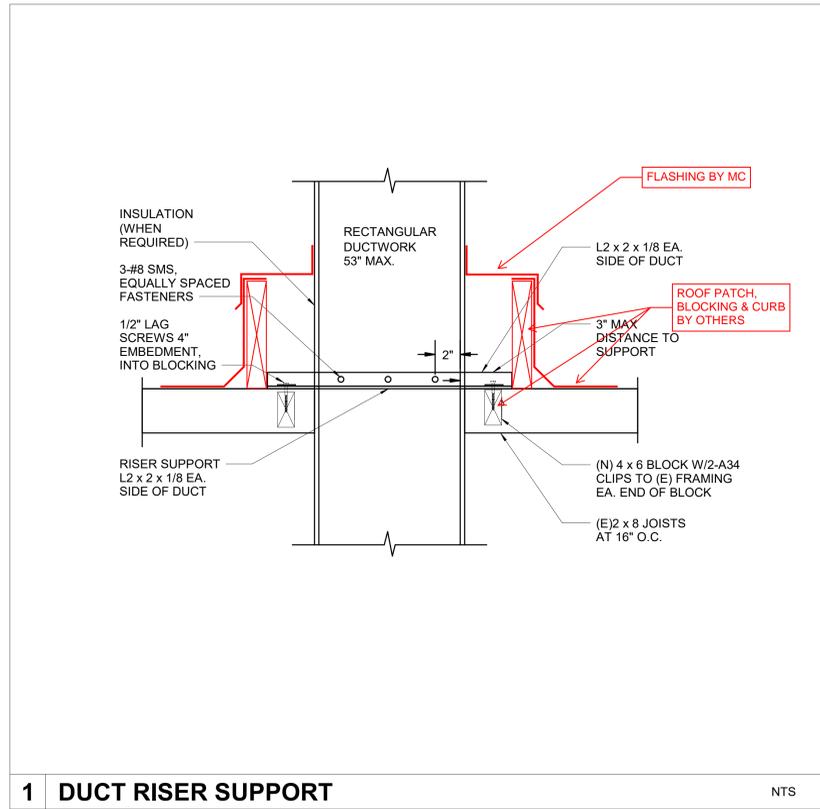
Attachments

[RFI_Mechanical Detail Rooftop Curb & BLocking.pdf](#)

Awaiting an Official Response

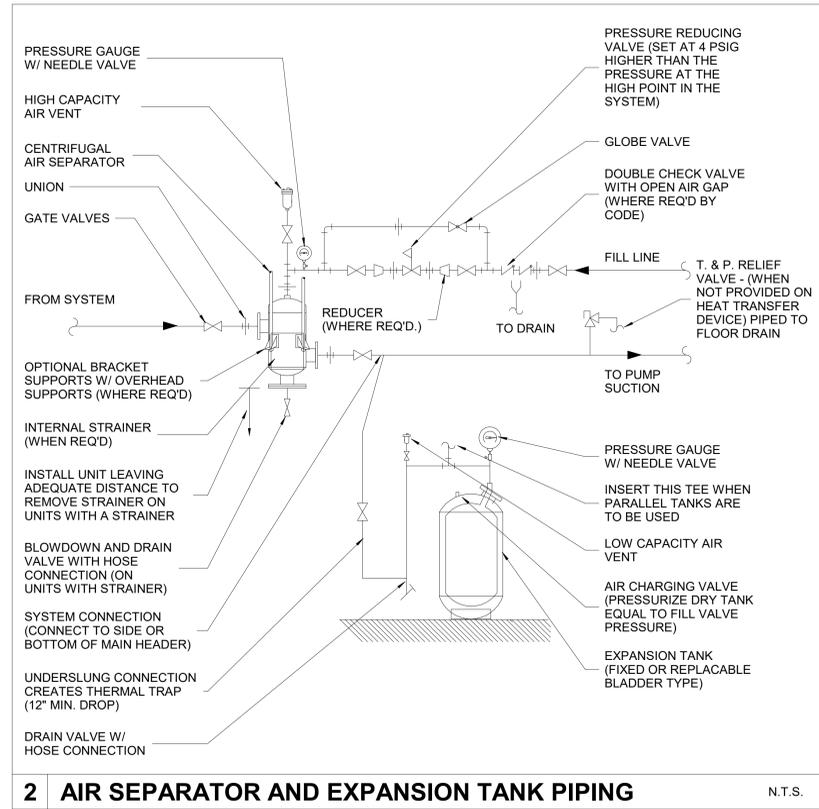
Refer to attached RFI 28-A1 - Duct Riser Curb at the end of this RFI.

**Hunter Mosier
Arcadis
05/22/25**



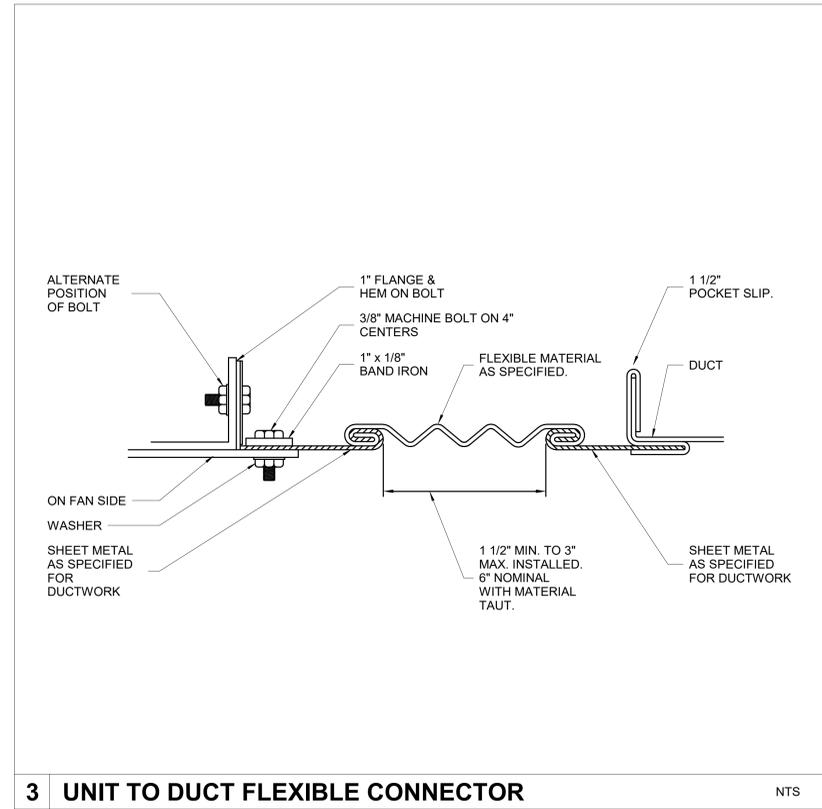
1 DUCT RISER SUPPORT

NTS



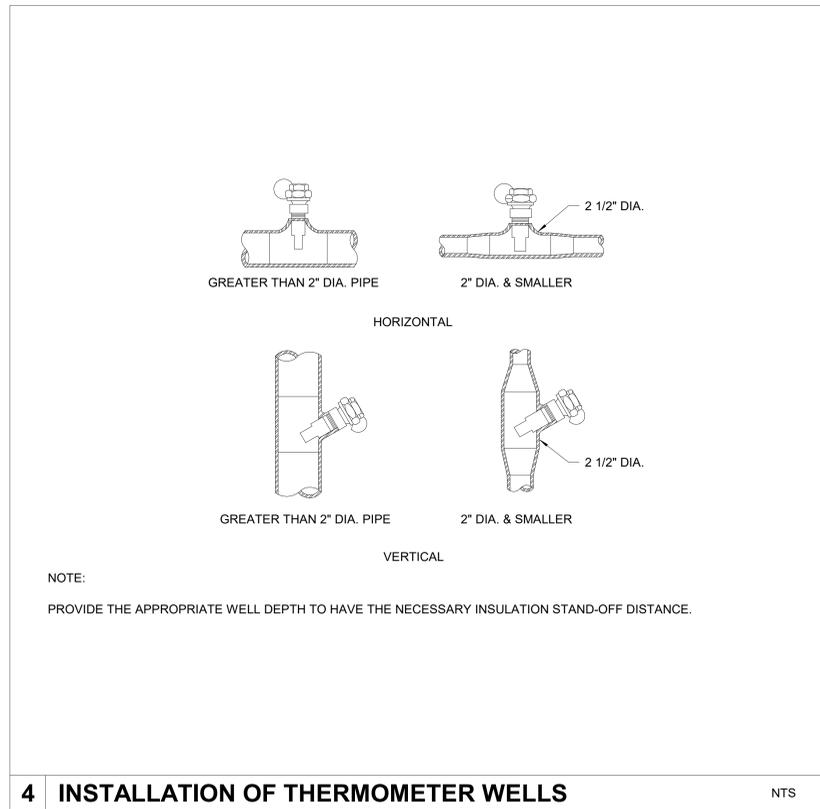
2 AIR SEPARATOR AND EXPANSION TANK PIPING

N.T.S.



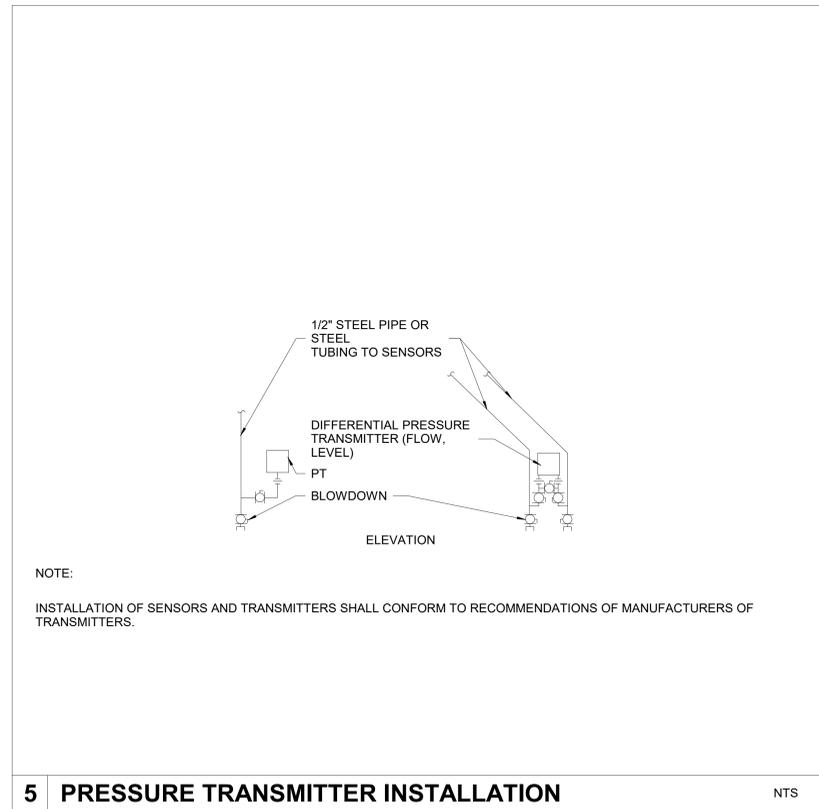
3 UNIT TO DUCT FLEXIBLE CONNECTOR

NTS



4 INSTALLATION OF THERMOMETER WELLS

NTS



5 PRESSURE TRANSMITTER INSTALLATION

NTS

DSA STAMP

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-121079 INC.
REVIEWED FOR:
SS FLS ACS
DATE: 04/19/2021

CLIENT
Oxnard School District

1051 South A Street
Oxnard, CA 93030

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ISSUES	No.	DESCRIPTION	DATE
	1	50% DD PROGRESS SET	04/10/2020
	2	CONSTRUCTION DOCUMENT	08/25/2020
	3	DSA BACKCHECK	03/04/2021
	4	DSA BACKCHECK-2	03/26/2021

CONSULTANTS
 BUDDLONG & ASSOCIATES, INC.
MEP CONSULTING ENGINEERS
JOB NO. 19-306
 CAMARILLO OFFICE DOWNTOWN/VA OFFICE GLENDALE OFFICE
400 W. VENETIAN BLVD. STE. 204 CAMARILLO, CA 93019 TEL: 805.397.4221 6396 17th STREET 20TH FLOOR GLENDALE, CA 91201 TEL: 918.688.8162 311 ARDEN AVE. STE. 22 GLENDALE, CA 91201 TEL: 918.688.8162

SEAL

PRIME CONSULTANT
 IBI GROUP
315 West 9th Street, Suite 600
Los Angeles, CA 90015, USA
tel 213 769 0011 fax 213 769 0016
ibigroup.com

PROJECT
McAuliffe Elementary School Modernization
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO:
123392

DRAWN BY: JG	CHECKED BY: JP
PROJECT MGR: MC	APPROVED BY:

SHEET TITLE
MECHANICAL DETAILS

SHEET NUMBER M04	ISSUE 4
----------------------------	-------------------

BM 3307119-306-McAuliffe Elementary School Modernization/19-306 - McAuliffe ES Modernization_M_CENTRAL_V0001.rvt
1/16

MECHANICAL DUCT UP TO ROOF. REUSE EXISTING DUCT OPENINGS

G.S.M. FLASHING

CONT PRESSURE TREATED WOOD 4X CURB

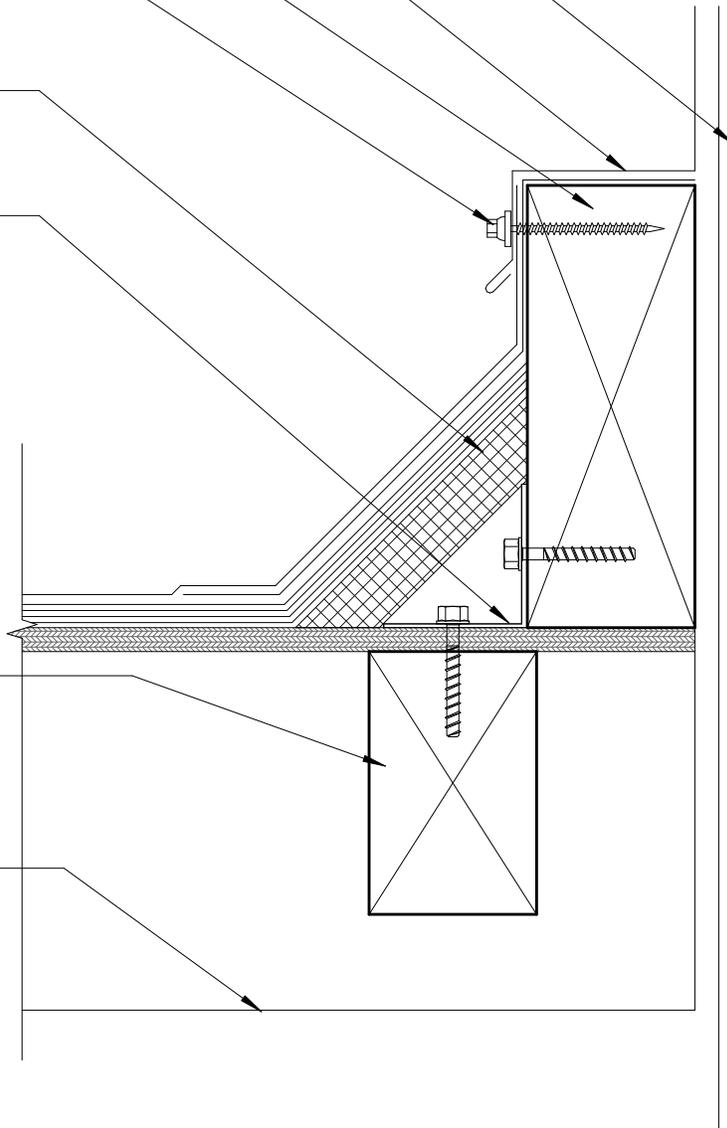
#9 HEX HEAD GASKETED FASTENER @ 8" O.C. 2 PER SIDE MINIMUM

BUILT-UP MEMBRANE ROOFING AND CANT STRIP AT CURB EDGE

3"x3"x3"x1/8" STEEL ANGLE. PROVIDE 2 ON BOTH SIDES OF EACH CURB EDGE. ATTACH TO CURB AND BLOCKING W/ 1/4" LAG BOLTS, MIN 4" EMBEDMENT

4x6 BLOCKING W/ TWO A34 CLIPS TO (E) FRAMING @ EACH END OF BLOCK

(E) 2X8 JOISTS @ 16" O.C.



	PART OF SHEET(S)		ISSUED WITH: RFI028	
	PROJECT TITLE McAuliffe Elementary School Modernization		SCALE: 3" = 1'-0"	DATE: 05/19/28
	SKETCH TITLE DUCT RISER CURB		DRAWN: HTM	PROJECT NO: 123392
			SKETCH NO. RFI028 - A1	



Change Order #

17R

DATE: August 14, 2025

PROJECT: McAuliffe ES

Cost associated with RFI #78

Description	Qty	Unit	Unit Price	Extension
2x6x16	2	each	\$ 18.30	\$ 36.60
Material Subtotal				\$ 36.60
Material Sales Tax			9.25%	\$ 3.39
CA Additional Lumber Assessment			1.00%	\$ 0.37
Material Total				\$ 40.35
Labor Journeyman	18	hour	\$ 89.60	\$ 1,612.80
Labor Foreman	6	hour	\$ 93.21	\$ 559.26
Subtotal				\$ 2,212.41
Profit & Overhead			10%	\$ 221.24
Change Order Total				\$ 2,433.65



Total Tickets for Job: _____

CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128
 Project Name: McAuley P.C.F.S.
 Issued To: Viola

Ref # RFT # 78
 Ticket No: _____
 Date: 7/23/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Demo Drywall & replace damage RFI # 78
RFI # 78 DEMO DAMAGE - REPLACE IN KIND

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Joel Gomez	8 hrs			Lumber/Delivery (circle):
Joel Gomez	4 hrs			
				Plywood/Delivery (circle):
				Hardware:
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
	12 hrs			Sawzall Blades:
Equipment		Hours		Drill Bits:
Forklift Gradall				Anchors/Epoxy:
Truss Boom				Shot Pins:
Scissor Lift				
Boom Lift				

Approval Issued By: 1002 Tim Hoyt [Signature] Name: _____ Date: _____
Signature & Title Printed

VERIFIED VIOLA MERCY VERBA 7/23/25

**Layout, Demo and Remove Drywall
Above ACT for Termite Damage.
RFI#78**

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, June 24, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
J1	Journeyman	Thomas Escobar	8	101.62		135.47	\$ 812.96
							\$ -
							\$ -
							\$ -
							\$ -
Labor Total:							\$ 812.96

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	812.96
Mark-up:	\$	81.29
Total:	\$	894.25



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #78: Rafter Termite Damage

Revision	0	Status	Closed on 06/18/25
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Jun 17, 2025	Due Date	Jul 1, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	1/M04	Reference	RFI #028
Linked Drawings	A2800		
Received From	Mercy Urrea (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (Viola Inc.), Mike Ellis (Viola Inc.), Tim Hoyt , Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.), Mercy Urrea (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Tuesday, Jun 17, 2025 at 02:30 PM PDT

Upon work for RFI #028 scope, termite damage was observed at an existing 2x6 rafter and 2x6 blocking. Positive attachment cannot be achieved per the existing conditions. In order to remove and replace 8' rafter in kind, up to the wall. Propose installing blocking and rafter from the bottom in order to avoid damage and replacement of existing roof sheathing panel. Please advise.

Attachments
[1750194546587.657959_templImage.jpeg](#), [1750194546174.052979_templImage.jpeg](#),
[1750194546398.405029_templImage.jpeg](#), [1750194546294.461914_templImage.jpeg](#),
[1750194546492.999023_templImage.jpeg](#)

Official Response

Response from Luis Aguilar Viola Inc. on Wednesday, Jun 18, 2025 at 07:40 PM PDT

Per conversation with IoR and CFW, the 2x6 Rafter and the 2x6 blocking are to be replaced in kind (like-for-like)
 As point of clarification, any future termite damaged studs/wood members, are to be replaced in kind (like-for-like)

Hunter Mosier
 Arcadis
 06/18/2025

Attachments
[RFI078_Rafter Termite Damage_Rsp.pdf](#)



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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #018: Overtime T&M for Schedule Recovery Phase 1 & 2

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:	018 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/22/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$88,979.21

POTENTIAL CHANGE ORDER TITLE: Overtime T&M for Schedule Recovery Phase 1 & 2

CHANGE REASON: Client Request

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

CE #025 - Overtime for Schedule Recovery

The following PCO reflects the additional cost impact for Phase 1 and Phase 2 performed on Time and Materials to recover the Baseline CPM Schedule due to design changes and unforeseen conditions.

ATTACHMENTS:

[McAuliffe ES Modernization PCO#018 Overtime T&M for Schedule Recovery.pdf](#)

#	Budget Code	Description	Amount
1	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#020R	\$13,566.60
2	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#21R	\$2,098.71
3	2600-2600.000.Subcontract Electrical.Subcontract	Scott and Sons CO 755-03	\$16,077.57
4	900-977.000.Subcontract Special Wall Surfacing.Subcontract	Tech-Wall CO#4	\$3,676.00
5	600-610.530.Labor Miscellaneous Rough Carpentry.Labor	M&T Inc.	\$35,540.58
6	2200-2200.000.Subcontract Plumbing.Subcontract	Precision Plumbing CO#05	\$1,230.00
7	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#6	\$1,101.21
8	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#4	\$343.20
9	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#8	\$343.20

#	Budget Code	Description	Amount
10	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#18	\$6,019.20
Subtotal:			\$79,996.27
LLB Fee (8.00%):			\$6,399.70
Bond & Insurance (2.99%):			\$2,583.24
Grand Total:			\$88,979.21

Ruben Ruiz (Arcadis)
 4119 Broad Street Suite 210
 San Luis Obispo, California 93401

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Viola Inc.
 5811 Olivas Park Dr. Ste 204
 Ventura, California 93003

Nick Shipp
Digitally signed by Nick Shipp
 DN: cn=Nick Shipp, o=Viola Inc., email=nickshipp@violainc.com, c=US
 Date: 2025.09.11 15:48:49-07'00'

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE



Change Order #

20R1

DATE: August 14, 2025

PROJECT: McAuliffe ES

Cost associated with CE #25 overtime: Recovery of schedule.

Description	Qty	Unit	Unit Price	Extension
4x8x10 PT	1	each	\$ 47.49	\$ 47.49
4x4x16 PT	1	each	\$ 22.78	\$ 22.78
4x12x10 PT	3	each	\$ 74.76	\$ 224.28
2x6x12	3	each	\$ 13.73	\$ 41.19
4x8x1/2 plywood	2	each	\$ 28.10	\$ 56.20
4x6	68	LF	\$ 17.22	\$ 1,170.96
4x8x20 PT	1	each	\$ 94.98	\$ 94.98
4x12x20 PT	1	each	\$ 149.52	\$ 149.52
1/2" allthread HDG	70	LF	\$ 0.25	\$ 17.50
1/2" nut HDG	32	each	\$ 0.43	\$ 13.76
1/2" sqare washer HDG	64	each	\$ 0.88	\$ 56.32
A34 ZMAX	36	each	\$ 1.22	\$ 43.92
A34	136	each	\$ 0.96	\$ 130.56
1 1/2x.131 nails	1	box	\$ 89.99	\$ 89.99
Material Subtotal				\$ 2,159.45
Material Sales Tax			9.25%	\$ 199.75
CA Additional Lumber Assessment			1.00%	\$ 18.07
Material Total				\$ 2,377.27
Labor Journeyman	44	hour	\$ 93.32	\$ 4,106.08
Labor Journeyman Overtime	56	hour	\$ 123.84	\$ 6,935.04
Labor Foreman	8	hour	\$ 96.92	\$ 775.36
Labor Foreman Overtime	4	hour	\$ 129.20	\$ 516.80
Subtotal				\$ 14,710.55
Profit & Overhead			10%	\$ 2,206.58
Change Order Total				\$ 16,917.14

\$12,333.28

\$1,233.32

\$13,566.60

1211 Duct
for Hyd

Phase #2 MPR



Total Tickets for Job: 1
CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128 Ref # RFI # 28
Project Name: McA. 135c CS Ticket No: _____
Issued To: Viola Date: 7/21/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Cut 4x8 for Curbs on Multi-purpose
CE # 25 OT - SCHEDULE RECOVERY

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Juan Arias	2.65		1	Lumber/Delivery (circle): 4x8x10' PT
Joel Guzman	2.65		1	4x4x16' PT
Rafael Suarez	2.65			Plywood/Delivery (circle):
				Hardware:
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
				Sawzall Blades:
				Drill Bits:
				Anchors/Epoxy:
				Shot Pins:
Equipment	Hours			
Forklift Gradall				
Truss Boom				
Scissor Lift				
Boom Lift				

Approval Issued By: Tim Hart Signature & Title Name: _____ Date: _____

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790
VERIFIED VIOLA MERCY URREA 7/22/25



Phase #2 MPR

Total Tickets for Job: 1 2
CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128 Ref # RFI #28
Project Name: MARLIFE CS. Ticket No: _____
Issued To: Viola Date: 7/23/25 Day: SMTWTF S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Cut and install 4x12 in top of 4x4 & 4x6
drill and anchor curb to existing 4x
Reframe cricket
RFI # 28 FOR ART RISER CURBS = 18 HRS

No Cost Change Cost Change GRAB BY SCREWDRIVER REWORK = 6 HRS

Name	Hours	OT	Qty	Materials
Juan Azos	8 hrs	2		Lumber/Delivery (circle): 3-4x12x10' TP 3-2x6x12'
Joel Garcia	8 hrs	2		
Rafael Suarez	2 hrs	2		Plywood/Delivery (circle): 2 4x8x1/2 Plywood
STANDARD TIME = 18 HRS				Hardware: 20 LF OF 1/2" x 11" HDG 32 1/2" NUT HDG 32 1/2" square washer HDG
PRELIMINARY TIME = 6 HRS				Bolts/Nuts: 20 A342 M2X
				Nails:
				Screws:
				Sawblades:
				Sawzall Blades:
				Drill Bits:
				Anchors/Epoxy:
				Shot Pins:
Equipment		Hours		
Forklift Gradall				
Truss Boom				
Scissor Lift				
Boom Lift				

Approval Issued By: 100 Tim Hoyt (Signature) Name: _____ Date: _____
Signature & Title Printed

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790

VERIFIED VIOLA MERCYURDEA 7/23/25



Total Tickets for Job: _____

CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128
 Project Name: McAuliffe CS
 Issued To: Viola

Ref # _____
 Ticket No: _____
 Date: 7/15/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
124 out of block for duck support (under 1005)
Demo of Drywall, insulation and ceiling panels
Start installing blocks at (Corridor 100) (Room 105) (Room 128)

No Cost Change Cost Change

Name	Hours	OT
Carla Rodriguez	10 hrs	(2)
Leticia Cacho	10 hrs	(2)
Rafael Sierra	6 hrs	(2)
Juan Ariza	4 hrs	(2)
Joel Ariza	10 hrs	(2)
Joel Garza	10 hrs	(2)
2 hrs of		
cost of removal of schedule		
	40 hrs	
Equipment	Hours	
Forklift Gradall		
Truss Boom		
Scissor Lift		
Boom Lift		

Qty	Materials
	Lumber/Delivery (circle):
	29 LF of 4x6
	Plywood/Delivery (circle):
	Hardware:
	56 A34
	Bolts/Nuts:
	Nails: 1 box of 1 1/2 x 131 PP
	Screws:
	Sawblades:
	Sawzall Blades:
	Drill Bits:
	Anchors/Epoxy:
	Shot Pins:

Approval Issued By: [Signature]
 Signature & Title

Name: Tim Holt
 Printed

Date: 07/15/25

VIOLA M. VIOLA 7/18/25



Total Tickets for Job: _____

CO Tickets _____ of _____

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128
 Project Name: Mr. Auliscos
 Issued To: Viola

Ref # RFI # 28
 Ticket No: _____
 Date: 7/25/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Start doing the demo to increase the size
of the deck going to serve the club
at 25 of Serrano Ave over time

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
Joel Arce		9h		Lumber/Delivery (circle):
Joel Garcia		9h		
Rafael Sanchez		9h		Plywood/Delivery (circle):
				Hardware:
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
		6h		
Equipment		Hours		Sawzall Blades:
Forklift Gradall				
Truss Boom				Drill Bits:
Scissor Lift				
Boom Lift				Anchors/Epoxy:
				Shot Pins:

Approval Issued By: _____ Name: 100 Tom Hoff Date: _____
 Signature & Title Printed

Veronica Viola. Merry Viola 7/25/25



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$52.24	\$78.36	\$26.12	\$104.48	\$52.24
2.) F.I.C.A	0.0765	\$4.57	\$6.57	\$2.00	\$8.56	\$4.00
3.) Federal Unemployment Tax	0.008	\$0.48	\$0.69	\$0.21	\$0.90	\$0.42
4.) State Unemployment Tax	0.062	\$3.70	\$5.32	\$1.62	\$6.94	\$3.24
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$1.91	\$1.91	\$0.00	\$1.91	\$0.00
12.) Public Liability (Bodily Injury)		\$1.34	\$1.92	\$0.49	\$2.52	\$1.18
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$55.24	\$82.86	\$27.62	\$110.48	\$55.24
2.) F.I.C.A	0.0765	\$4.80	\$6.91	\$2.11	\$9.02	\$4.23
3.) Federal Unemployment Tax	0.008	\$0.50	\$0.72	\$0.22	\$0.94	\$0.44
4.) State Unemployment Tax	0.062	\$3.89	\$5.60	\$1.71	\$7.31	\$3.42
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$2.01	\$2.01	\$0.00	\$2.01	\$0.00
12.) Public Liability (Bodily Injury)		\$1.41	\$2.02	\$0.49	\$2.65	\$1.24
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58



Change Order #

21R

DATE: August 4, 2025

PROJECT: McAuliffe ES

Cost associated with Phase 2: Overtime for schedule recovery

Description	Qty	Unit	Unit Price	Extension	
				\$ -	
Material Subtotal				\$ -	
Material Sales Tax			9.25%	\$ -	
CA Additional Lumber Assessment			1.00%	\$ -	
Material Total				\$ -	
Labor Journeyman		hour	\$ 93.32	\$ -	
Labor Journeyman Overtime Premium	50	hour	\$ 30.44	\$ 1,522.00	
Labor Foreman		hour	\$ 96.92	\$ -	
Labor Foreman Overtime Premium	12	hour	\$ 32.16	\$ 385.92	
Subtotal				\$ 1,907.92	
Profit & Overhead			15%	\$ 286.19	\$190.79
Change Order Total				\$ 2,194.11	\$2,098.71



DAILY EXTRA WORK ORDER

Total Tickets for Job: _____
CO Tickets _____ of _____

ASI #01802

CA Contractor's License # 662128
Project Name: McAvilffe E.S.
Issued To: V.012

Ref # _____
Ticket No: _____
Date: 7/1/95 Day: SMTWTFSS

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
OVER TIME
SEATIS IN CLASSROOMS PHASE 2

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials		
Cecilia Rodriguez	4 hrs			Lumber/Delivery (circle):		
Rafael Suarez	4 hrs					
Joel Garza	4 hrs			Plywood/Delivery (circle):		
Juan Ariz	4 hrs			Hardware:		
<p><u>CE # 25</u></p> <p><u>OT FOR RECOVERY</u> <u>UP SCHEDULE</u></p> <p><u>MILWAU</u></p>				Bolts/Nuts:		
				Nails:		
				Screws:		
				Sawblades:		
				Sawzall Blades:		
				Drill Bits:		
				Anchors/Epoxy:		
				Shot Pins:		
			Equipment	Hours		
			Forklift Gradall			
Truss Boom						
Scissor Lift						
Boom Lift						

Approval Issued By: Luis Aguilar P.E. Name: Luis Aguilar Date: 7/1/25
Signature & Title Printed



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Journeyman

Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$52.24	\$78.36	\$26.12	\$104.48	\$52.24
2.) F.I.C.A	0.0765	\$4.57	\$6.57	\$2.00	\$8.56	\$4.00
3.) Federal Unemployment Tax	0.008	\$0.48	\$0.69	\$0.21	\$0.90	\$0.42
4.) State Unemployment Tax	0.062	\$3.70	\$5.32	\$1.62	\$6.94	\$3.24
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$1.91	\$1.91	\$0.00	\$1.91	\$0.00
12.) Public Liability (Bodily Injury)		\$1.34	\$1.92	\$0.49	\$2.52	\$1.18
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$55.24	\$82.86	\$27.62	\$110.48	\$55.24
2.) F.I.C.A	0.0765	\$4.80	\$6.91	\$2.11	\$9.02	\$4.23
3.) Federal Unemployment Tax	0.008	\$0.50	\$0.72	\$0.22	\$0.94	\$0.44
4.) State Unemployment Tax	0.062	\$3.89	\$5.60	\$1.71	\$7.31	\$3.42
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$2.01	\$2.01	\$0.00	\$2.01	\$0.00
12.) Public Liability (Bodily Injury)		\$1.41	\$2.02	\$0.49	\$2.65	\$1.24
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58

Scott And Sons Electric

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

CO 755-03

TO: Viola Inc
SPEC. SEC. # : 260000
JOB NAME: McAuliffe ES Modernization
JOB ADDRESS: 3300 Via Marina Ave

ATTN: Nick
TRADE: Electrical

DATE SUBMITTED: 8/14/2025

LICENSE NO: 700054
DIR # 1000000877

PHONE NO: (805) 642-8547
FAX NO: (805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order:

\$ 16,396.35

INCLUDES:

Additional labor costs from Scott and Sons and Pacificom for the overtime required to meet the recovery schedule.

EXCLUDES:

See Contract

CO 755-03

Totals (Summary) - Bid Summary: Default

Material		
Non-Quoted	\$0.00	
Quotes	0.00	
Sales Tax (9.25%)	0.00	
Total Material	\$0.00	
Labor		
Direct (207.00 hours @ \$39.81)	\$8,240.67	
Non-Productive Labor	0.00	
Total Labor (207.00 hours)	\$8,240.67	
Direct Job Expenses	\$0.00	
Tools and Miscellaneous Materials	0.00	
Subcontracts	-6,665.10	\$6,375.48
Job Subtotal (Prime Cost)	\$14,905.77	\$14,615.98
Overhead (10.00%)	-1,490.58	\$1,461.59
Profit (0.00%)	0.00	
Job Total	\$16,396.35	\$16,077.57
<hr/>		
Actual Bid Price	\$16,396.35	
<hr/>		
Material to Direct Labor ratio: 0.00		
Prime Cost per square foot	\$0.00	
Job Total per square foot	\$0.00	
Actual Bid Price per square ft	\$0.00	
Labor cost per square foot	\$0.00	
Labor hours per square foot	0.00	
Gross Profit %	9.09	
Gross Profit \$	\$1,490.58	
Net Profit %	0.00	

CO 755-03
 Job Number: 2663
 Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr	Lab P
--- 18 Misc. ---									
T0001	T and M Ticket # 1	1	0.00	E	0.00	12.00	E	12.00	
T0002	T and M Ticket # 3	1	0.00	E	0.00	12.00	E	12.00	
T0003	T and M Ticket # 4	1	0.00	E	0.00	10.00	E	10.00	
T0004	T and M Ticket # 5	1	0.00	E	0.00	10.00	E	10.00	
T0005	T and M Ticket # 6	1	0.00	E	0.00	10.00	E	10.00	
T0006	T and M Ticket # 8	1	0.00	E	0.00	1.00	E	1.00	
T0007	T and M Ticket # 9	1	0.00	E	0.00	91.00	E	91.00	
T0008	T and M Ticket # 10	1	0.00	E	0.00	4.00	E	4.00	
T0009	T and M Ticket # 11	1	0.00	E	0.00	2.00	E	2.00	
T0010	T and M Ticket # 12	1	0.00	E	0.00	55.00	E	55.00	
T0011	Labor From Pacificom	1	QUOTE	9	0.00	0.00	E	0.00	
--- 18 Misc. Total ---						0.00		207.00	
Job Total						0.00		207.00	

* Target, Labor column 2

PacifiCom

Pacific Coast Sound and Communications
330 N. Wood Road, Suite L • Camarillo, CA 93010
(805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Scott And Sons Electric

ATTENTION: Glenn Vacca

Mc Auliffe (Christa) Elementary School - Modernization

Purchase order # 565_755

Sales order # 6009

August 13, 2025

DESCRIPTION	Overtime differential.
Rate Base Differential:	\$24.69
Payroll Taxes:	\$3.52
Workmans Comp (4.9%)	\$1.21
TOTAL HOURLY COST	\$29.42
Overtime Hours	197
EXTENDED AMOUNT:	\$5,795.74
Overhead (10%)	\$579.57
Profit (5%)	\$289.79
TOTAL:	\$6,665.10 \$6,375.48

TOTAL CHANGE ORDER AMOUNT:

\$6,665.10

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: *Glenn M. Vacca* General Manager

This proposal may be withdrawn by us if not accepted within 15 days.

Scott And Sons Electric

DATE: _____

CONTRACTOR

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 outlined above.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.

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DAILY OVERTIME REPORT

DATE 7/16/2025 **WEDNESDAY 7/16/25**

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

TASK/MATERIAL RECORD

UNLOADED/STAGED MATERIALS. WORKED ON A/V WIRING IN CLASSROOMS.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	1.5
MIKE VACCA	2
JASON EVANS	2
BOBBY ORTIZ	2
LOGAN REEDER	2
JESUS RAMIREZ JR	2

NOTES/DELAYS:
**CE # 25 OT FOR RECOVERY OF SCHEDULE
VERIFIED VIOLA. M. URRISA 7/16/25**
10R Tim Holt (signature) * CFW APPROVED OVERTIME ONLY

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DAILY OVERTIME REPORT

DATE 7/17/2025 **THURSDAY**

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

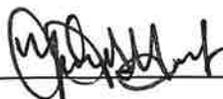
TASK/MATERIAL RECORD

WORKED ON CLASSROOM A/V WIRING. PULLED DATA WIRING IN CLASSROOMS.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	2
MIKE VACCA	2
JASON EVANS	2
BOBBY ORTIZ	2
LOGAN REEDER	2
JESUS RAMIREZ JR	2

NOTES/DELAYS:

10R Tim Hoyt  * CFW APPROVED OVERTIME ONLY —

CE # 25 OT RECOVERY OF SCHEDULE
VERIFIED VIOLA M. URECA 7/17/25

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DAILY OVERTIME REPORT

DATE 7/18/2025 **FRIDAY**

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

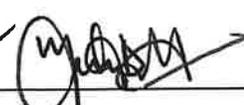
TASK/MATERIAL RECORD

WORKED ON CLASSROOM A/V WIRING. PULLED DATA CABLING TO CLASSROOMS.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	2
MIKE VACCA	2
JASON EVANS	2
BOBBY ORTIZ	2
LOGAN REEDER	2
JESUS RAMIREZ JR	2

NOTES/DELAYS:

10/2 Jim Holt 

* CFW APPROVED OVERTIME

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DAILY OVERTIME REPORT

DATE 7/19/2025 **SATURDAY**

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

TASK/MATERIAL RECORD

WORKED ON CLASSROOM A/V WIRING. PULLED DATA CABLING TO CLASSROOMS.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	8
MIKE VACCA	8
JASON EVANS	8
BOBBY ORTIZ	8
LOGAN REEDER	8
JESUS RAMIREZ JR	8
STEVE VALENCIA	8
ALEJANDRO DE SANTIAGO	8

NOTES/DELAYS:

CE # 25 OT FOR SCHEDULE RECOVERY

VERA AND VIOLA

MERCY VERA

7/21/25

10R Tim Hoyt 

PacifiCom

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DAILY OVERTIME REPORT

DATE 7/21/2025 **MONDAY**

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

TASK/MATERIAL RECORD

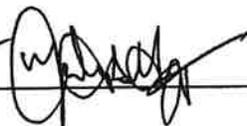
PULLED DATA CABLING IN ROOMS 101,106,120.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	
MIKE VACCA	2
JASON EVANS	2
BOBBY ORTIZ	2
LOGAN REEDER	2
JESUS RAMIREZ JR	2
STEVE VALENCIA	2
ALEJANDRO DE SANTIAGO	2

NOTES/DELAYS:

CE # 25 OT FOR SCHEDULE RECOVERY
VERIFIED VIOLA
MERCY URRUTIA 7/21/25

1 OR Tim Holtz 

PacifiCom

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DAILY OVERTIME REPORT

DATE 7/24/2025 *THURSDAY*

JOB NAME CHRISTA MCAULIFFE ELEMENTARY SCHOOL

TASK/MATERIAL RECORD

MOUNTED BACKBOARD/DATA RACK IN S-8. SORTED DATA CABLING IN IDFS.

OVERTIME HOURS

TECHNICIAN	HOURS
MATT VACCA	2
MIKE VACCA	1

NOTES/DELAYS:

CE # 25 OT FOR RESOLUTION & SCHEDULE

102 Tim Hoyt

*7/25/25
Mercy Vacca - Verified Visa*



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #1

THURSDAY

Performed on Jul 3, 2025 **Reference #**
Location **Ordered by** Mercy Urrea (Viola Constructors, Inc)
Status In Progress
Description Overtime work performed on 7/3/2025

Labor (6)

Employee	Classification	Time Type	Hours
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	2.00
Trevor Stout	Apprentice - Period 5	Standard Shift	2.00
Rojelio Delgado	Apprentice - Period 5	Standard Shift	2.00
Miguel Loera	Journeyman	Standard Shift	2.00
Alberto Aldana	Apprentice - Period 4	Standard Shift	2.00
Jonathan Wright	Apprentice - Period 1	Standard Shift	2.00
Total:			12.00 <i>OT</i>

Approvals

** OVERTIME ONLY APPROVED BY CFW*
102 TIMBYT

COMPANY SIGNATURE _____ DATE _____

CUSTOMER SIGNATURE _____ DATE _____

Notes

CE # 25 OT
SCHEDULE RECOVERY

M. Urrea
Viola 7-7-25



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #3

Performed on Jul 7, 2025 **Reference #**
Location **Ordered by** Mercy Urrea (Viola Constructors, Inc)
Status In Progress
Description Overtime Work performed on 7/7/2025

Labor (6)

Employee	Classification	Time Type	Hours
Rojelio Delgado	Apprentice - Period 5	Standard Shift	2.00
Alberto Aldana	Apprentice - Period 4	Standard Shift	2.00
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	2.00
Miguel Loera	Journeyman	Standard Shift	2.00
Trevor Stout	Apprentice - Period 5	Standard Shift	2.00
Jonathan Wright	Apprentice - Period 1	Standard Shift	2.00
Total:			12.00 OT

Approvals

OT OVERTIME ONLY APPROVED BY CFW

FOR TIM HOYT 

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Notes

CE # 25 OT

SCHEDULE RECOVERY

M. URREA

VIOLA 7-7-25



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #4

Performed on Jul 8, 2025 **Reference #**
Location **Ordered by** Mercy Urrea (Viola Constructors, Inc)
Status In Progress
Description Overtime work performed on 7/8/2025

Labor (5)

Employee	Classification	Time Type	Hours
Alberto Aldana	Apprentice - Period 4	Standard Shift	2.00
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	2.00
Miguel Loera	Journeyman	Standard Shift	2.00
Rojelio Delgado	Apprentice - Period 5	Standard Shift	2.00
Trevor Stout	Apprentice - Period 5	Standard Shift	2.00
Total:			10.00 OT

Approvals

 COMPANY SIGNATURE DATE

 CUSTOMER SIGNATURE DATE

**OVERTIME ONLY APPROVED
 BY CFW
 10R-TIM HOYT*

Notes

*CE #25 OT
 SCHEDULE RECOVERY*

*M. URREA
 VIOLA 7-7-25*



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #5

Performed on Jul 9, 2025 **Reference #**
Location **Ordered by** Mercy Urrea (Viola Constructors, Inc)
Status In Progress
Description Overtime work performed on 7/9/2025

Labor (5)

Employee	Classification	Time Type	Hours
Alberto Aldana	Apprentice - Period 4	Standard Shift	2.00
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	2.00
Miguel Loera	Journeyman	Standard Shift	2.00
Rojelio Delgado	Apprentice - Period 5	Standard Shift	2.00
Trevor Stout	Apprentice - Period 5	Standard Shift	2.00
Total:			10.00 OT

Approvals

** OVERTIME ONLY Approved By CEW*

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Notes

*CE # 25 O.T.
 SCHEDULE RECOVERY*

*M. Urrea
 VIOLA 7-9-25*



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

SATURDAY

T&M Ticket #8

Performed on Jul 12, 2025 **Reference #** *CE # 25 OT Recovery of Schedule*
Location **Ordered by** Mercy Urrea (Viola Constructors, Inc)
Status In Progress
Description Demo old GFCI's near sinks in conflict with back splash at Phase 1 & Phase 2

Labor (1)

Employee	Classification	Time Type	Hours
Rogelio Delgado	Apprentice - Period 5	Standard Shift	1.00
Total:			1.00

Approvals

Verified Viola Mercy Urrea

 COMPANY SIGNATURE DATE
7-12-25

102 Tim Hoyt 

 CUSTOMER SIGNATURE DATE

Notes



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

SATURDAY

T&M Ticket #9

Performed on Jul 12, 2025
 Location
 Status In Progress
 Description Overtime work performed 7/12/25

Reference # **CE#25 OT RECOVERY of SCHEDULE**
 Ordered by Mercy Urrea (Viola Constructors, Inc)

Labor (12)

Employee	Classification	Time Type	Hours
Alberto Aldana	Apprentice - Period 4	Standard Shift	8.00
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	8.00
Miguel Loera	Journeyman	Standard Shift	8.00
Rojelio Delgado	Apprentice - Period 5	Standard Shift	8.00 7.00
Trevor Stout	Apprentice - Period 5	Standard Shift	8.00
Chad Frank	Apprentice - Period 5	Standard Shift	8.00
David Wilson	Journeyman	Standard Shift	8.00
Edgar Recinos	Journeyman	Standard Shift	8.00
Lemuel Harris	Journeyman	Standard Shift	8.00
Marsano Williams	Journeyman	Standard Shift	8.00
Tevin Richers	Apprentice - Period 5	Standard Shift	4.00
William Nieves (Scott & Sons Electric)	General Foreman	Standard Shift	8.00
Total:			92.00

Approvals

VERIFIED VIOLA - Mercy Urrea

 COMPANY SIGNATURE

DATE

1012 Tim Hoyt

 CUSTOMER SIGNATURE

DATE

7-14-25

Notes Overtime work performed 7/12/25

* THRS FOR R.O. AS HE HAD ONE HOUR ON TICKET # 8
 7-12-25



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #10

Performed on Jul 17, 2025 *THURS.*
 Location
 Status In Progress
 Description Overtime work performed 7/17/25

Reference #
 Ordered by Mercy Urrea (Viola Constructors, Inc)

CE #25 RECOVERY OF SCHEDULE

Labor (2)

Employee	Classification	Time Type	Hours
Miguel Loera	Journeyman	Standard Shift	2.00
Rogelio Delgado	Apprentice - Period 5	Standard Shift	2.00
Total:			4.00

Approvals

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

1012 Tim Holt

Notes

RECOVERY OF SCHEDULE
VENUES VIOLA MERCY UREA
7/18/25



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #11

Performed on Jul 15, 2025 Reference #
 Location *TUES* Ordered by Mercy Urrea (Viola Constructors, Inc)
 Status In Progress
 Description Overtime work performed on 7/15/25 *CE #25 RECOVERY of SCHEDULE*

Labor (2)

Employee	Classification	Time Type	Hours
Miguel Loera	Journeyman	Standard Shift	1.00
Rogelio Delgado	Apprentice - Period 5	Standard Shift	1.00
Total:			2.00

Approvals

 COMPANY SIGNATURE DATE 10/16/25 CUSTOMER SIGNATURE DATE

Notes
Verified Viola - Mercy Urrea
7/16/25



Scott & Sons Electric
 1433 Arundell Ave
 Ventura, California 93003
 P: (805) 642-8547

Project: 755 - McAuliffe ES Modernization
 3300 Via Marina Ave
 Oxnard, California 93035

T&M Ticket #12

Performed on Jul 19, 2025 *SAT.*
Location
Status In Progress
Description Overtime work performed 7/19/25

Reference #
Ordered by Mercy Urrea (Viola Constructors, Inc)

CE # 25 OT RECOVERY OF SCHEDULE

Labor (7)

Employee	Classification	Time Type	Hours
Miguel Loera	Journeyman	Standard Shift	8.00
Tevin Richers	Apprentice - Period 5	Standard Shift	8.00
Jose Guillen (Scott & Sons Electric)	Foreman	Standard Shift	8.00
Alberto Aldana	Apprentice - Period 4	Standard Shift	7.00
Rogelio Delgado	Apprentice - Period 5	Standard Shift	8.00
Edgar Recinos	Journeyman	Standard Shift	8.00
Edward Mohun	Journeyman	Standard Shift	8.00
Total:			55.00

Approvals

 COMPANY SIGNATURE

 DATE

FOR Tim Hart

 CUSTOMER SIGNATURE

 DATE

Notes

*Verified Viola - Mercy Urrea
 7/21/25*

TECH-WALL, INC.

ACOUSTICAL & TACKABLE SURFACES • 2590 EAST MAIN ST., STE 105, VENTURA, CA 93003 • PHONE (805) 642-7600 FAX 642-0330

CHANGE ORDER

Project Name: McAuliffe
 Contractor: Viola
 Section: 097721 Vinyl Wrapped Panels
 COR #: #4

Date: 8/14/2025

Description:		Premium pay (1/2 time) for OT and weekend work Phase 1 & 2			
Additive:					
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>		
	Journeyman	41	\$48.75	\$1,998.75	
	Apprentice	42	\$39.93	\$1,677.06	
				\$0.00	
				\$0.00	
				\$0.00	
				Total Labor Costs	\$3,675.81
Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Shipping	
				Total Material Costs	\$0.00
				Overhead 0%	\$0.00
				Total Additive Costs	0.00
Deductive:					
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>		
				\$0.00	
				\$0.00	
				Total Labor Costs	\$0.00
Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total Material Costs	\$0.00
				Overhead 10%	\$0.00
				Total Cost	\$0.00
This credit proposal is effective for 30 calender days.				Total Change Cost	\$3,675.81
				Rounding	0.19
				To	\$3,676.00

Accepted by: _____ Signed: _____ Date: _____

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 1, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
							\$ -
PM1	Project Manager	Nick Shipp		106.68	2	162.49	\$ 324.98
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
FE1	Field Engineer	Andres Martinez		68.56	2	102.59	\$ 205.18
Labor Total:							\$ 735.34

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	735.34
Mark-up:	\$	73.53
Total:	\$	808.87

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7.1.2025

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SK 8M	MILK SHIPP		2	
	PE	MORE'S MARTINEZ		2	
	PE 1	LUIS AGUILAR		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Fork Activities:

SUPERVISION OF SUBCONTRACTORS ON SITE (ABD)

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

10R Tim Holt 
 DKN Representative


 Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Wednesday, July 2, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
							\$ -
PM1	Project Manager	Nick Shipp		106.68	2	162.49	\$ 324.98
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
				68.56		102.59	\$ -
Labor Total:							\$ 530.16

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	530.16
Mark-up:	\$	53.16
Total:	\$	583.32



Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-2-2025

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SR PM	Nick Smith		2	
	PE	ADRIAN			
	PE 1	LUIS AGUILAR		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBCONTRACTORS ON SITE (ABD)

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102-Timothy [Signature]
DKN Representative

[Signature]
Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, July 3, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
							\$ -
PM1	Project Manager	Nick Shipp		106.68	2	162.49	\$ 324.98
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
FE1	Field Engineer	Andres Martinez		68.56	2	102.59	\$ 205.18
Labor Total:							\$ 735.34

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	735.34
Mark-up:	\$	73.53
Total:	\$	808.87

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-3-2025

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SR PM	NICK SHIPP		2	
	PE	ANDREW'S MARTINEZ		2	
	PE 1	LOUI AGULLAN		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

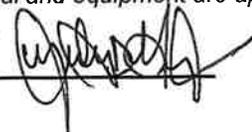
AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBCONTRACTORS ON SITE (ABD)

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

LOU TIM HOYT 



DKN Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Monday, July 7, 2025

VIOLA LABOR

Code	Class	Name	Hours			O/T Rate	Total
			Prem	Prem	O/T		
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
							\$ -
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
						102.59	\$ -
Labor Total:							\$ 514.64

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	514.64
Mark-up:	\$	51.64
Total:	\$	566.28

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-7-25

LABOR

Code	Class	Name	Hours		Total
			Regular	O/T	Hours
	SUPERINTENDENT	MERCY URREA		2	2
	P.E.	LUIS AGUILAR		2	2

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

NAME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

OVERSEE SUBCONTRACTORS WORKING ON SITE
 SCOTT SONS -
 TV, POWER, DATA, ALSO AT TEACHERS STATIONS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

Job Representative: [Signature] *OT ONLY APPROVED BY CFW

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 8, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
Labor Total:							\$ 650.04

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	650.04
Mark-up:	\$	65.04
Total:	\$	715.08

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-8-25

ABOR			Hours		Total
Code	Class	Name	Regular	O/T	Hours
	SUPER	MERCY URDEA		2	2
	P.E.	LEIS AGUILAR		2	2
	JMAN CARP.	MARTIN ARIAS		2	2
	JMAN CARP.	THOMAS ECOBAR		2	2

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

NAME	Description
	INSULA

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities: SUPERVISION ALONG WITH ✓
 REPLACE INSULATION IN WALLS c TV LOCATIONS AND TEACHERS STATIONS. LAYOUT DRYWALL DEMO PHASE 2 FOR TEACHERS STATIONS AND RETURN AIR DUCT TROPS IN PLENUM AREAS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102 Tim Hoyt *[Signature]* * O/T ONLY APPROVED BY CFM
 DKN Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Wednesday, July 9, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
						Labor Total:	\$ 650.04

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				Equipment Total: \$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			Material Total: \$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		Subcontractor Total \$ -

Subtotal:	\$	650.04
Mark-up:	\$	65.04
Total:	\$	715.08

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-9-25

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MEROY URDUA		2	
	P.E.	LUIS ABGUILAR		2	
	JMAN CARP	MARTIN ARIAS		2	
	JMAN CARP	THOMAS ESCOBAR		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

NAME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS
 INSTALLING INSULATION IN PHASE 2 SO APTT AREAS
 AT WINDOW SILLS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

For: Tom Hoyt
 DKN Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, July 10, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
Labor Total:							\$ 650.04

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	650.04
Mark-up:	\$	65.04
Total:	\$	715.08

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-10-25

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MERCY URRUA		3	
	P.E.	LUIS AGUILAR		2	
	JMAN CARP.	MARTIN ARIAS		2	
	JMAN CARP.	THOMAS ESCOBAR		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

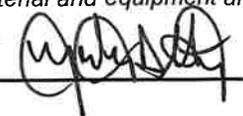
AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS
 MARTIN ON CABINETS
 TOMMY INSULATION AT T.V. STATIONS PHASE 2

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

By Mr. Tim Hoyt 
 DKN Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Friday, July 11, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
FE1	Field Engineer	Luis Aquilar		68.56	2	102.59	\$ 205.18
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		135.47	\$ 67.70
Labor Total:							\$ 717.74

VIOLA EQUIPMENT

Code	Equipment	Hours	Hourly	Total
			Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	717.74
Mark-up:	\$	71.74
Total:	\$	789.48

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-11-2025

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. URRUTIA		3	
	P.E	L. AGUILAR		2	
	JUAN	M. ARIAS		2	
	JUAN	T. ESCOBAR		2	
	JUAN	C. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

NAME	Description

ABO MISSING FOR ON ONE PAGE

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBCONTRACTORS WORKING OT
 2 GUYS ON CABINETS, PREP AND MOCK UP, PICK UP MATERIAL AND HARDWARE. TOMMY WORKING ON INSULATION IN LIDS IN TEACHERS WORK ROOM

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels. CLEAN-UP

For Timothy [Signature]
 Representative

[Signature]
 Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Saturday, July 12, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	8	154.73	\$ 1,237.84
J1	Journeyman	Martin Arias	8	33.85		102.59	\$ 270.80
J1	Journeyman	Thomas Escobar	8	33.85		102.59	\$ 270.80
J1	Journeyman	Chano Arias	8	33.85		102.59	\$ 270.80
Labor Total:							\$ 2,050.24

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	2,050.24
Mark-up:	\$	205.02
Total:	\$	2,255.26



Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-12-25 SATURDAY - OT

ABOR			Hours		Total
Code	Class	Name	Regular	O/T	Hours
	SUPER	MERCY URBESA		8	8
	JMAN-CARP	CHANO ARIAS		8	8
	JMAN-CARP	MARTIN ARIAS		8	8
	JMAN-CARP	THOMAS ESCOBAR		8	8

Equipment		
Code	Description	Hours

Material	
Supplier	Description

AME	Description
	CE# 25 - OVERTIME FOR RECOVERY OF SCHEDULE

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:
 SUPERVISE SUBCONTRACTORS -
 2 ON CABINET INSTALLATION
 1 ON ROOF Demo e CURBS FOR DUCT PROP, MOVE FURNITURE OUT OF CLASSROOM RELOCATE TO OTHER SIDE FOR

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels. ACCESS TO LIPS - PHASE III

10/2 TIM HOYT Representative

7-12-25
 Viola Representative Date 390

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 15, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
							\$ -
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		135.47	\$ 67.70
Labor Total:							\$ 512.56

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	512.56
Mark-up:	\$	51.25
Total:	\$	563.81

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-15-25 TUESDAY

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER.	M. CURRION		2	
	JMAN CARP.	M. ARIAS		2	
	JMAN CARP.	C. ARIAS		2	
	JMAN CARP.	T. ESCOBAR		2	
	APPR. CARP.	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities: *CE # 25 OT - RECOVERY OF SCHEDULE*

SUPERVISION OF SUBS
 CABINET INSTALLATION PHASE 1
 DEMO AREAS OF ROOFING PHASE 2 MPR FOR BLOCKING ACCESS
 DUCT STANDS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

FOR Tim Hoyt
 Representative

Mercy Urraza
 Viola Representative

7-14-25

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Wednesday, July 16, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
							\$ -
J1	Journeyman	Martin Arias	2	33.85		135.47	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		135.47	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		135.47	\$ 67.70
Labor Total:							\$ 512.56

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	512.56
Mark-up:	\$	51.26
Total:	\$	563.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-16-25 WEDNESDAY

CE# 25 OVERTIME FOR RECOVERY OF SCHEDULE

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T <i>(circled)</i>	
	SUPER	M. URRUTIA		2	
	JMAN CARP	C. ARIAS		2	
	JMAN CARP	M. ARIAS		2	
	JMAN CARP	T. ESCOBAR	2	2	4
	APPR. CARP	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISE SUBCONTRACTORS, 2 CARPS CA/MA WORKING ON CABINETS
 T. ESCOBAR 2 HRS IN BOYS RESTROOM RPT#28 FIXTURE COMPLECT
 → STRAIGHT TIME
 T.E/ JA - PROTECTION OF FLOORING @ MPR FOR ABD ACCESS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

FOR Tim Holt
 Representative

Mercy Urrutia 7-16-25
 Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Friday, July 18, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-18-25 FRIDAY

ABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MISREY UENGA		2	
	JUAN CARP	CHANO ARIAS		2	
	JUAN CARP	MARTIN ARIAS	4	2	
	JUAN CARP	THOMAS ESCOBAR		2	
	APP. CARP	JULIAN ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description
FBM	10 ACCESS PANELS
ORDER #	9978
	987035102-00

4 HRS FOR ACCESS PANELS IN SOFFITS RFI #72

UBCONTRACTORS

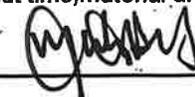
AME	Description

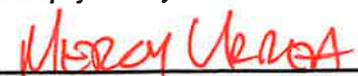
ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS - MARTIN 4 HRS ON ACCESS DOOR INSTALL
 2- ON CABINETS IN PHASE 2 (MOVE FROM PHASE 1 TO 2) LAYOUT
 2- INSTALL INSULATION IN CEILING'S PHASE 1 - JOB SITE CLEAN UP
 CE # 25 OVERTIME FOR RECOVERY OF SCHEDULE

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102 Tim Hoyt 
 Representative

Misrey Ueniga 
 Viola Representative 7/18/25
Date
396

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, July 17, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hours	Hourly	Total
			Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-17-25 THURSDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MERCY URREA		2	
	TJMAN CARP	CHANO ARIAS		2	
	TJMAN CARP	MARTIN ARIAS		2	
	TJMAN CARP	TOMMY ESCOBAR		2	
	APPR. CARP	JULIAN ARIAS			

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISE SUBS
 2- WORKING ON NAILERS & BACKING FOR CABINETS
 2- DEMO DRYWALL PHASE 2 FOR MECH. BLOCKING & PROTECTION OF AREAS IN ADMIN

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

10.R. Jim Hoyt
 Representative

Mercy Urrea
 Viola Representative

7-17-25

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Saturday, July 19, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-19-25 SATURDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MERCY ULLUA		2	
	JMAN CARP	CHANO ARIAS		2	
	JMAN CARP	MARIN ARIAS		2	
	JMAN CARP	THOMAS ESCOBAR		2	
	APPR CARP	JULIAN ARIAS		2	

Equipment

Material

Code	Description	Hours

Supplier	Description

SUBCONTRACTORS

CE# 25 OVERTIME FOR RECOVERY OF SCHEDULE

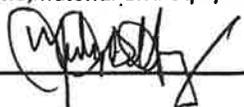
NAME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

*SUPERVISE SUBCONTRACTORS
 2- WORKING ON CABINETS AND BACKING IN PHASE 2
 INSULATE NOT RATED CEILING, CALULKING LIDS*

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102. Tim Hoyt 
 Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Monday, July 21, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-21-25 MONDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. URRUTIA		2	
	JMAN CARP	C. ARIAS		2	
	JMAN CARP	T. ESCOBAR		2	
	JMAN CARP	M. ARIAS		2	
	APPR CARP	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities: CE # 25 OVERTIME FOR SCHEDULE RECOVERY
 2- WORKING ON BACKING FOR CABINETS PHASE 2
 2- WORKING ON INSULATION IN ADMIN AREA FOR ABOVE CEILING BLOCKING
 1- SUPERVISION ON SUBS

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102. Tim Hoyt
 Representative

Miguel Urrutia 7-21-25
 Viola Representative Date 402

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 22, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-22-25 TUESDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. URREA		2	
	JMAN CARP	C. ARIAS		2	
	JMAN CARP	M. ARIAS		2	
	JMAN CARP	T. ESCOBAR		2	
	APPR CARP	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

CE # 25 OVERTIME FOR RECOVERY A SCHEDULE

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Fork Activities:

*SUPERVISION OF SUBS
 2- WORKING ON CABINETS
 2- WORKING ON INSULATION & "NON RATED CEILINGS" & FIRE CAULKING*

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

JOR Tim Hoyt *[Signature]*
 DKN Representative

Merced Urea 7-22-25
 Viola Representative Date

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Wednesday, July 23, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	3	154.73	\$ 464.19
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 692.75

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	692.75
Mark-up:	\$	69.27
Total:	\$	762.02

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7/23/25 WEDNESDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. URETA		3	
	JMAN CARP	C. ARIAS		2	
	JMAN CARP	M. ARIAS		2	
	JMAN CARP	T. ESCOBAR		2	
	APPR. CARP.	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

CE #25 OT RECOVERY OF SCHEDULE

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS
 2- ON CABINETS PHASE 2
 2- FINAL CLEAN UP IN ROOMS, PICK UP ITEMS FOR ABOVE CEILING INSPECTION

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

For Tim Hoyt
 Representative

Mercy Ureña
 Viola Representative 7/23/25

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, July 24, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-24-25 THURSDAY

LABOR

Code	Class	Name	Hours		Total
			Regular	O/T	Hours
	SUPER			2	
	JMAN CARP			2	
	JMAN CARP			2	
	JMAN CARP			2	
	APPR CARP.		4	2	6

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

NAME	Description
	CE #25 OT RECOVERY OF SCHEDULE → RFI # 92 OBSTRUCTIONS IN FAULT PHASE #2 → 4 HRS (REGULAR TIME)

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS
 2- ON CABINETS IN PHASE 2
 2- ON INSULATION @ MPR, CLEANUP @ WINDOWS PHASE 1

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

10R Tim Holt 
 Representative

Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Friday, July 25, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hours	Hourly	Total
			Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-25-25 FRIDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. ULLERA		2	
	JMAN CARD	C. ARIAS		2	
	JMAN CARD	M. ARIAS		2	
	JMAN CARD	T. ESCOBAR		2	
	APPR. CARD	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

CE # 25 OT FOR RECOVERY OF SCHEDULE

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

*SUPERVISION OF SUBS
 TALL CABINETS PHASE 2
 2- FINISH INSULATION HALLWAY MAR./CLEAN UP ADMIN PLASTIC*

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102 Tim Hoyt
 DKN Representative

Mercy Ullera
 Viola Representative

*PROT. PAPER
 7-25-25*

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Saturday, July 26, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	8	154.73	\$ 1,237.84
C1	Carpenter Apprentice	Julian Arias	8	12.73			\$ 101.84
J1	Journeyman	Martin Arias	8	33.85		102.59	\$ 270.80
J1	Journeyman	Thomas Escobar	8	33.85		102.59	\$ 270.80
J1	Journeyman	Chano Arias	8	33.85		102.59	\$ 270.80
Labor Total:							\$ 2,152.08

VIOLA EQUIPMENT

Code	Equipment	Hours	Hourly	Total
			Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	2,152.08
Mark-up:	\$	215.20
Total:	\$	2,367.28

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-26-25 SATURDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. UZILEA		8	
	JMAN CARP	C. ARIAS		8	
	JMAN CARP	M. ARIAS		8	
	JMAN CARP	T. ESCOBAR		8	
	APPR CARP	J. ARIAS		8	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

CE# 25 OVERTIME FOR RECOVERY SCHEDULE

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Fork Activities:

*SUPERVISION OF SUBS
 INSULATION : FIRE PRO CAULKING PHASE 2
 CABINET INSULATION : PREP
 WALL FINISH & AREAS BEHIND T.V. PHASE 2*

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

10R Tom Hoyt 
 DKN Representative

Mary Uno *7/26/25*
 Viola Representative

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Monday, July 28, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-28-25 MONDAY

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MERCY URBINA		2	
	JMAN CARP	C. ARIAS		2	
	JMAN CARP	M. ARIAS		2	
	JMAN CARP	T. ESCOBAR		2	
	APPR. CARP.	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

UBCONTRACTORS

CE# 25 OT FOR RECOVERY OF SCHEDULE

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Fork Activities:

SUPERVISION OF SUBS
 2- ON CABINETS & SHELVES UNDER DOOR
 2- DROP TILE IN MPR, CLEANUP REMOVE RAMBOARD FOR TURNOVER

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

102 Tim Hoyt 
 DKN Representative

Mercy Urbina 7/28/25
 Viola Representative Date
414

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 29, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	69.27
Total:	\$	607.29

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Tuesday, July 29, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	69.27
Total:	\$	607.29

Recovery Overtime

Project: McAuliffe ES Modernization

Date: TUES 7-29-25

*CE# 25 OT FOR RECOVERY
 OF SCHEDULE*

ABOR					
Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	MERCEY VARGAS		2	
	JMAN CARP	CHAND ARIAS		2	
	JMAN CARP	MALIN ARIAS		2	
	JMAN CARP	THOMAS ESCOBAR	4	2	
	APPR. CARP.	JULIAN ARIAS	4	2	

Equipment		
Code	Description	Hours

Material	
Supplier	Description

UBCONTRACTORS	
AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:
 SUPERVISE SUBS
 2- WORKING ON CABINETS PHASE 2
 2- (4 HRS EACH ON CCD-003 FIRECAULING LIPS IN PLENUM PH2)

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

TOP Tim Hoyt DKN Representative Mercey Varga 7/29/25 Viola Representative Date

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Wednesday, July 30, 2025

VIOLA LABOR			Hours				Total
Code	Class	Name	Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	3	154.73	\$ 464.19
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	3	33.85		102.59	\$ 101.55
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 726.60

VIOLA EQUIPMENT				
Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL			
Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR		
NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	726.60
Mark-up:	\$	72.66
Total:	\$	799.26

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7-30-25 WEDNESDAY

*CE#25
 OT FOR RECOVERY OF SCHEDULE*

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	SUPER	M. URREA		3	
	IMAN CARP	C. ARIAS		2	
	IMAN CARP	M. ARIAS		2	
	IMAN CARP	T. ESCOBAR		3	
	APPR. CARP	J. ARIAS		2	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

AME	Description

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

*SUPERVISE SUBS - FLY LOCK STAFFED UNTIL 5:30 WORKING ON
 OURS
 2- WORKING ON SHOWING & CMU UNDER SUFFITS
 2- CLEAN-UP AND WALL FINISH @ PICTURE FRAMES TV'S*

By signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

IOR Tim Hoyt
 Representative

Mary Urea 7-30-25
 Viola Representative Date

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, July 31, 2025

VIOLA LABOR							
Code	Class	Name	Hours			Total	
			Prem	Prem	O/T		
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
C1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
J1	Journeyman	Thomas Escobar	2	33.85		102.59	\$ 67.70
J1	Journeyman	Chano Arias	2	33.85		102.59	\$ 67.70
Labor Total:							\$ 538.02

VIOLA EQUIPMENT				
Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL			
Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR		
NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	538.02
Mark-up:	\$	53.80
Total:	\$	591.82

Recovery Overtime

Project: McAuliffe ES Modernization

Date: 7/31/25 THURSDAY

*CE# 25 OT
 FOR RECOVERY OF SCHEDULE*

LABOR

Code	Class	Name	Hours		Total Hours
			Regular	O/T	
	ISUPER	M. URREA		2	
	JMAN CARP.	C. ARIAS		2	
	JMAN CARP	M. ARIAS		2	
	JMAN CARP	T. ESCOBAR	2	2	
	APPR. CARP	J. ARIAS	2	2	

Equipment

Code	Description	Hours

Material

Supplier	Description

SUBCONTRACTORS

AME	Description
	<i>ALONG W/ RECOVERY OF SCHEDULE</i>
<i>#</i>	<i>2645 2 HRS @ STRAIGHT TIME # RFI 92</i>

ACCIDENT/INJURY/INCIDENT: REPORTED BY ANYONE ON JOB TODAY? No Yes (See Attached Report)

Work Activities:

SUPERVISION OF SUBS
 2-ON CABINETS - 2" PANELS ; SHEVING INC CMU WALLS
 2- 2HRS RFI # 92 "SWAPTS" INK OUT STRAP (STRAIGHT TIME)
 ↳ THEN PATCH SKIN AREA @ TV MOUNTS - CLEAN UP

signing below, DKN verifies that time, material and equipment are approved for payment by DKN Hotels.

10/2 Tim Hoyt 
 Representative

 Viola Representative Date

Overtime for Schedule Recovery

M&T Inc.

Project: McAuliffe ES Modernization

Date: Friday, August 1, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
PS1	Project Superintendent	Mercy Urrea		115.9	2	154.73	\$ 309.46
J1	Journeyman	Martin Arias	2	33.85		102.59	\$ 67.70
App1	Carpenter Apprentice	Julian Arias	2	12.73			\$ 25.46
Labor Total:							\$ 402.62

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

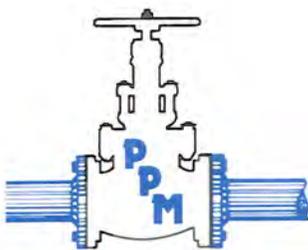
Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	402.62
Mark-up:	\$	40.26
Total:	\$	442.88

#15437



PRECISION Plumbing-Mechanical

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

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO Viola Constructors		PHONE (805) 487-3871	DATE 8/22/2025
STREET 1144 Commercial Ave.		JOB NAME McAuliffe ES Modernization COR #05	
CITY, STATE AND ZIP CODE Oxnard, CA 93030		JOB LOCATION Oxnard, CA	
ARCHITECT IBI Group	DATE OF PLANS 3/4/2021		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 are submitting COR #05 for the overtime work required for the off hours work we performed to install the classroom sinks.

License #: 533836
DIR #: 1000004502
Tax I.D. #: 77-0132977

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

Nineteen Thousand Two Hundred Seventy Six NO/100 _____ dollars (\$ **1,230.00**)

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

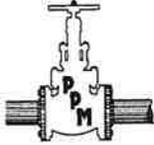
Note: This proposal may be withdrawn by us if not accepted within **15** days.

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 _____



PRECISION PLUMBING-MECHANICAL

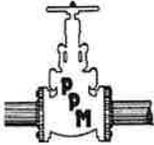
5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

DAILY WORK SHEET

SUNDAY

Job Name: <u>MCAHILL</u>						Date: <u>8-10-25</u>	
Foreman Name: <u>Jesse Martinez</u>				Time In: <u>6:00am</u>		Time Out: <u>10:00am</u>	
Employee Name:	Job #:	Class:	Reg Hrs:	OT Hrs:	2T Hrs:	Shift Hrs:	
	<u>25429</u>			<u>4</u>			
Subcontractors:			Job #:	Hours:	Work Performed:		
Description of Work Performed:							
<u>trim out SINKS</u>							
<u>Spread last of finish</u>							
<u>SUNDAY 4 HRS</u>							
<u>CE #25 OT FOR SCHEDULE RECOVERY</u>							
Materials, and/or PO's used:							
<u>bubblers</u>							
<u>faucets</u>							
<u>Strainers</u>							
<u>Filters</u>							
Approved By: <u>102 TIM HOUT</u>						Date: <u>8-11-25</u>	

VERIFIED VIA. MERRY HOUT 8-11-25



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

DAILY WORK SHEET

SATURDAY

Job Name: <u>McaLora</u>					Date: <u>8-9-25</u>	
Foreman Name: <u>Jesse Martinez</u>			Time In: <u>6:00am</u>		Time Out: <u>5:00pm</u>	
Employee Name:	Job #:	Class:	Reg Hrs:	OT Hrs:	2T Hrs:	Shift Hrs:
	<u>254RP</u>			<u>10</u>		
Subcontractors:			Job #:	Hours:	Work Performed:	
Description of Work Performed:						
<ul style="list-style-type: none"> * Spread finish material * trim out SINKS * Angle stop turn water on check for leaks * SINKS SINKS * Clip down SINKS * Install Filter, bubble, faucet, hoses, p-traps 						
Materials, and/or PO's used:						
SINKS bubbles faucets hoses Strainers p-traps CE# 25 OT RECOVERY of SCHWABE						
Approved By: <u>10R-TIMMOTHY [Signature]</u>					Date: <u>8-10-25</u>	

VERIFIED VIOLA - MERCEY URBINA 8-10-25



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800.928.6650
 Direct: 805.928.3397
 Fax: 805.928.0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola

Fax:

From: Chris Amburgey

Date: 8/8/2025

Project: Mcaullife

Page:

CO #6

Description of Work: CE#25 schedule recovery OT. Premium only per tckts no. 124876, 124879, 124859, 124860, 124875, 124886, 124887, 124880

Job# 5428

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: CE#25 schedule recovery OT. Premium only per tckts no. 124876, 124879, 124859, 124860, 124875, 124886, 124887, 124880

Labor and Materials \$ 1,001.10

Overhead \$ 100.11

Total Amount: \$ 1,101.21

Please sign and fax back to continue with material order

For which an add of \$ 1,101.21 is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

-THURSDAY

Date: JULY 10, 25
 Job: _____
 Job #: 5016
 124878

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

FINISH SAND AND FINISH ON HIGH CEILING
TYPING AROUND TV'S AT TEACHERS STATIONS
HANGERS SUPPLY IN PHASE 2 SCHEDULE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

CE # 25 SCHEDULE
 RECOVERY

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - M. VILLO

ORDER REFERENCE.....

(Address) 7-10-25

Authorizing Signature: [Signature]

PART B.

MATERIALS: (Description)

_____	<u>RICARDO ROSCO</u>	<u>2 HRS</u>
_____	<u>LEONAR OROSCO</u>	<u>2 HRS</u>
_____	<u>JOSUE CONTRERAS</u>	<u>2 HRS</u>
_____	<u>RAY PEREZ</u>	<u>2 HRS</u>

LABOR:

 Hrs. Foreman Hrs. Drywall Carpenter Hrs. Laborers
 Hrs. Drywall Taper

TOTAL = 4

EQUIPMENT:

 Hrs. Zoom Boom Hrs. Laser Hrs. Mig/ARC Welder
 Hrs. Fork Lift Hrs. Saw Hrs. Scissor Lift
 Hrs. Truck No. Blades Hrs. Misc. Equipment

COMPLETED BY: Ray Perez
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: July 7, 25
 Job: _____
 Job #: _____
 124879

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

REPAIR TAPING WALLS 3 CLASSROOMS PHASE 2 - OT
CE # 25 SCHEDULE RECOVERY 2 GUYS 2 HRS + ART

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - MURRAY 7-7-25

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: OR Tim Hoyt
[Signature]

PART B.

MATERIALS: (Description)

JORGE CONTRERAS - 2 HRS
RAY PEREZ - 2 HRS

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
7 HRS _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: [Signature]
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: 7-2-25
 Job: _____
 Job #: _____

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

FINISH FINAL SANDING @ WINNONS; DAMAGE DRYWALL ON HIGH

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days. AREAS e
CLASSROOMS

AUTHORIZED BY

(Name of Co.) VIOLA

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: _____

Marcy Ureua

** NOT ONLY APPROVED BY CEW
 10/2 T. HAYES
 J. GONZA*

PART B.

MATERIALS: (Description)

SANDING BLOCKS

(VERIFIED VIOLA)
2 HRS O.T.
CE # 25 SCHEDULE
RECALL

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ 2 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: _____

Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: 9-1-25
 Job: _____
 Job #: _____

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

TOUCH UP HIGH WALLS AND SAND TO PAINT

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VIOLA - N

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: MICKEY VIOLA *OT ONLY APPROVED BY CFW*
BY TIM HOTT

PART B.

MATERIALS: (Description)

SANDING BLOCKS

(VIOLATED VIOLA
2 OF THE HRS O.T.)
CE # 25 SCHEDULE RECOVERY

LABOR:

1 Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
2 ~~1~~ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: _____

Premier Drywall

FRIDAY



P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 7-18-25
 Job: _____
 Job #: _____
 124875

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

DIP, SAND, FINISH ADJUS. CABINETS PHASE 1

PH 25 75 60/00/000 H SCHWABE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) Verified Viola Murray/2000

ORDER REFERENCE.....

(Address) 7/19/25

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

PLY PAPER = 71 PEA

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ 2 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: [Signature]
Premier Drywall



P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

7-15-25

Date:	7-15-25 TUESDAY
Job:	McAULIFFE
Job #:	
No 124886	

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

FINAL SANDING IN CLASSROOMS PHASE 1

FULL TARE, MUD & SAND CLASSROOMS PHASE 2

CE # 25 OVERTIME FOR RECOVERY OF SCHEDULE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - M. URBAN 7/15/25

ORDER REFERENCE.....

(Address) 102 TIM HOYT (MPT) [Signature]
*CFW APPROVED OVERTIME

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____	<u>RAY PEREZ - 2</u>
_____	_____
_____	_____
_____	_____

LABOR:

_____ Hrs. Foreman	_____ Hrs. Drywall Carpenter	_____ Hrs. Laborers
	<u>OT - 2</u> Hrs. Drywall Taper	

EQUIPMENT:

_____ Hrs. Zoom Boom	_____ Hrs. Laser	_____ Hrs. Mig/ARC Welder
_____ Hrs. Fork Lift	_____ Hrs. Saw	_____ Hrs. Scissor Lift
_____ Hrs. Truck	_____ No. Blades	_____ Hrs. Misc. Equipment

COMPLETED BY: [Signature]
Premier Drywall

Part A of this form must be completed BEFORE work is done.



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: 7-16-25
 Job: WEDNESDAY
 Job #: _____
Nº 124887

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

TAPER WORKING IN BOYS RESTROOM RFI #163
GREEN/PURPLE BOARD, TAPE THEN CEMENT BOARD?
RED GAIRD - TILE PREP.
CE #25 OVERTIME FOR RECOVERY OF SCHEDULE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - 7-16-25
 (Address) 102 Jim Hart
& CFU APPROVED OVERTIME

ORDER REFERENCE.....

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____ RAY PEREZ

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
OT-2 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: _____

Premier Drywall



P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

THURSDAY

Date: 7-17-25

Job: _____

Job #: _____

No 124880

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

TAPING & WALL FINISH IN PHASE 2 CLASSROOMS

⓪ CE #25 OVERTIME FOR RECOVERY OF SCHEDULE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERMONT VIOLA M. VEREA 7/17/25

ORDER REFERENCE.....

(Address) 102 Jambay (under)
* CFM APPROVED OVERTIME

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____	<u>RAY PEREZ</u>
_____	_____
_____	_____
_____	_____

LABOR:

_____ Hrs. Foreman	_____ Hrs. Drywall Carpenter	_____ Hrs. Laborers
	<u>2</u> Hrs. Drywall Taper	

EQUIPMENT:

_____ Hrs. Zoom Boom	_____ Hrs. Laser	_____ Hrs. Mig/ARC Welder
_____ Hrs. Fork Lift	_____ Hrs. Saw	_____ Hrs. Scissor Lift
_____ Hrs. Truck	_____ No. Blades	_____ Hrs. Misc. Equipment

COMPLETED BY: Ray Perez
Premier Drywall

Part A of this form must be completed BEFORE work is done.



CE# 25

Division of Pre Con Industries, Inc
PO Box 5728
Santa Maria, CA 93456-5728
License #809679

Toll Free: 1800 928 6650
Direct: 805 928 3397
Fax: 805 928 0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
C0 #4 Description of Work: Taping sand wall finish in phase 1 classrooms OT CE#25 per tckt no. 124877	Job# 5428

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: Taping sand wall finish in phase 1 classrooms OT CE#25 per tckt no. 124877

Labor and Materials	\$	312.00
Overhead	\$	46.80 \$31.20
Total Amount:	\$	358.80 \$343.20

OK

Please sign and fax back to continue with material order

For which an add of \$ **358.80** is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

FRIDAY

Date: July 11 25
 Job: _____
 Job #: 5346
 License #: 124877

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

TAPING, SAND WALL FINISH IN PHASE 1 CLASSROOMS
PAINTING WORKING IN PHASE 2 JOINTS
PT # 08 SCHEDULE RECOVERY PT

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) Veronica Viola - M. Urena 7-11-25

ORDER REFERENCE.....

(Address) 1127 Lindero
Agua Dulce

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____	<u>Richardo Orozco - 2</u>
_____	<u>Edgar Orozco - 2</u>
_____	<u>Jorge Contreras - 2</u>
_____	<u>Pan Perez - 2</u>

LABOR:

_____ Hrs. Foreman 4 Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Raylan
 Premier Drywall



SAT

Division of Pre Con Industries, Inc
PO Box 5728
Santa Maria, CA 93456-5728
License #809679

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
CO #18 Description of Work:sanding a skim coat for paint phase 1 CE#25 per tckt no. 124872	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work:sanding a skim coat for paint phase 1 CE#25 per tckt no. 124872

Labor and Materials	\$	5,472.00
Overhead	\$	820.80 \$547.20
Total Amount:	\$	6,292.80 \$6,019.20

SAT
OK

Please sign and fax back to continue with material order

For which an add of \$ 6,292.80 is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: 7-12-25
 Job: SATURDAY
 Job #: _____
No 124872

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Sanding & Skim Coat for Paint Phase 1
Hanging Soffits and Long Windows.
CE # 25 OVERTIME FOR RECOVERY OF SCHEDULE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERLAGO VIOLA-M-VRAMA 7/12/25

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____	<u>Ray Perez</u>	<u>8</u>
_____	<u>Jorge Cartteras</u>	<u>8</u>
_____	<u>Edgar Orozco</u>	<u>8</u>
_____	<u>Ricardo Orozco</u>	<u>8</u>

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Rg. Pava WRTIME HOYT
 Premier Drywall

Part A of this form must be completed **BEFORE** work is done.



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800 928 6650
 Direct: 805 928 3397
 Fax: 805 928 0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
C0 #8 Description of Work: Hanging drywall at TV's OT CE#25 per tckt no. 124878	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: Hanging drywall at TV's OT CE#25 per tckt no. 124878

Labor and Materials	\$	312.00
Overhead	\$	46.80 \$31.20
Total Amount:	\$	358.80 \$343.20

OK

Please sign and fax back to continue with material order

For which an add of \$ **358.80** is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: July 8, 75
 Job: _____
 Job #: _____
 124878

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

REPAIRING DRYWALL C.T.V'S O.T.
TAPPING WALLS
CE # 75 - SCHEDULE RECOVERY

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - M VIOLA 7875

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: _____
(Signature)

PART B.

MATERIALS: (Description)

_____	<u>PICARDO OROZCO - 2</u>
_____	<u>EDGAR OROZCO - 2</u>
_____	<u>TORRE CONTRERAS - 2</u>
_____	<u>RAY PEREZ - 2</u>

LABOR:

_____ Hrs. Foreman 4 Hrs. Drywall Carpenter _____ Hrs. Laborers
4 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: *(Signature)*
 Premier Drywall



31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
DZEST@MSN.COM License No 739826
Raymond.PrimeAcoustics@gmail.com

August 26, 2025

To: **Viola Constructoras Inc.**
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003

Re: **McAuliffe Elementary School Modernization**
3300 Via Marina Ave.
Oxnard, CA 93035

Request for Change Order # 6

We are providing you with the extra costs in materials and labor to change existing compression posts up to current code in Phase 3 and to make changes per CCD-003.

Material:	\$3,642.33
Labor:	\$8,380.80
O & P 10%	\$1,202.31
Total:	\$13,225.00

If you have any questions, please call me at (818) 707-3508

Raymond Buensuceso

Project Manger

Job Name: **McAuliffe Elem.**

P.O. : **1250**

Change Order Cost Breakdown Number: **6**

Change Existing Comp. Posts to Comply with Code in Phase 3 and make changes per CCD-003.

Material	Quantity	Qty/Box	Price	Total
Non-Rated Sawn Timber Area				
Top Plate	84	Each	\$ 1.270	\$ 106.68
EMT Comp. Post	39	Each	\$ 16.480	\$ 642.72
Siesmic Wire	195	Each	\$ 6.340	\$ 1,236.30
Rated Plenum Drywall Area				
EMT Comp. Post	31	Each	\$ 16.480	\$ 510.88
Siesmic Wire	32	Each	\$ 6.340	\$ 202.88
45* Clip	77	Each	\$ 2.240	\$ 172.48
90* Clip	31	Each	\$ 2.240	\$ 69.44
1.5"x1.5"x12ga Angle	31	Each	\$ 2.970	\$ 92.07
Screws	1	Box	\$ 47.000	\$ 47.00
			\$ -	\$ -
Delivery			\$ 150.00	\$ 150.00
Total				\$ 3,230.45
Fuel Charge	2.50%			\$ 80.76
Tax	10.25%			\$ 331.12
Total				\$ 3,642.33

Equipment	Quantity	Unit	Price	Total
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
		Day	\$ -	\$ -
				\$ -
Total				\$ -

Labor	Men	Days	Hr	Price	Total
				\$ 104.76	\$ -
Wire	1	3	8.00	\$ 104.76	\$ 2,514.24
Comp. Post	1	6	8.00	\$ 104.76	\$ 5,028.48
1" EMT Preperation	1	1	8.00	\$ 104.76	\$ 838.08
				\$ 104.76	\$ -
				\$ 104.76	\$ -
Total					\$ 8,380.80

Grand Total \$ 12,023.13
 Overhead & profit 10% \$ 1,202.31
 Total Change order \$ 13,225.45

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 003 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Oxnard School District		DSA File Number: 56 22	
Project Name/School: McAuliffe Elementary School Modernization		DSA Application Number 03 121079	
3. APPLICANT INFORMATION:			
Date Submitted: 06/13/25	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2 + Supporting Documents		
Firm Name: Arcadis/IBI Group	Contact Name: Ruben Ruiz		
Work Email: Ruben.Ruiz@arcadis.com	Work Phone: (805) 748-9900		
Firm Address: 333 S. Hope St. Suite C-200	City: Los Angeles	State: Ca	Zip Code: 90017
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Maurice Macare			
Professional License Number: C13998		Discipline: Architecture	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Alternate Options for Ceiling Grid Compression Strut Installation. Alternate Options for Bracing Wire at Rated Ceiling and CMU wall attachment			
List of DSA-approved drawings affected by this post-approval document: 11/A8300			

DSA USE ONLY		
	Returned	DSA STAMP
SSS RS Date 6/30/25 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____ By: _____	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;">APPROVED DIV. OF THE STATE ARCHITECT APP: 03-121079 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input type="checkbox"/> DATE: <u>06/30/2025</u></p> </div>
FLS FC Date 06/02/2025 <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		



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

Project: 2526 - McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

Prime Contract Potential Change Order #020: Additional Demo, Blocking and Patchback per CCD#003 Phase 1 and 2

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:	020 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/27/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$12,511.93

POTENTIAL CHANGE ORDER TITLE: Additional Demo, Blocking and Patchback per CCD#003 Phase 1 and 2

CHANGE REASON: Design Development

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

CE #035 - Additional Demo, Blocking and Patchback Per CCD#003

The following PCO reflects the additional drywall demo, blocking and drywall patch at plenum rated ceilings for the installation of struts and wires as directed in CCD#003. Work performed on T&M.

ATTACHMENTS:

[03-121079_CCD_003_A\(1\).pdf](#) , [_M&T RFI#74.pdf](#) , [_Premier CO#14,15,16.pdf](#) , [_CO 16.pdf](#)

#	Budget Code	Description	Amount
1	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#16	\$881.85
2	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#14	\$3,630.00
3	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#15	\$3,280.20
4	900-929.000.Subcontract Gypsum Board.Subcontract	Premier Drywall CO#16	\$3,009.60
5	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T Inc.	\$447.13
Subtotal:			\$11,248.78
LLB Fee (8.00%):			\$899.90
Bond & Insurance (2.99%):			\$363.25
Grand Total:			\$12,511.93

Maurice Macare (Arcadis)
4119 Broad Street Suite 210
San Luis Obispo, California 93401



09/08/25

SIGNATURE

DATE

Oxnard School District
1051 South A Street
Oxnard, California 93030

SIGNATURE

DATE

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003


Digitally signed by Nick
Shipp
DN: C=US,
E=nickshipp@violainc.com,
O=Viola Inc., CN=Nick
Shipp
Date: 2025.09.11
16:51:47-0700

Nick Shipp

SIGNATURE

DATE



Change Order #

16

DATE: July 23, 2025

PROJECT: McAuliffe ES

Cost associated with RFI #74

Description	Qty	Unit	Unit Price	Extension
2x4x12	2	each	\$ 8.35	\$ 16.70
4x8x3/4 CDX	1	each	\$ 39.58	\$ 39.58
A34	8	each	\$ 0.96	\$ 7.68
Material Subtotal				\$ 63.96
Material Sales Tax			9.25%	\$ 5.92
CA Additional Lumber Assessment			1.00%	\$ 0.56
Material Total				\$ 70.44
Labor Journeyman	4	hour	\$ 89.60	\$ 358.40
Labor Foreman	4	hour	\$ 93.21	\$ 372.84
Subtotal				\$ 801.68
Profit & Overhead			10%	\$ 80.17
Change Order Total				\$ 881.85



Total Tickets for Job: 7
CO Tickets 7 of 7

DAILY EXTRA WORK ORDER

CA Contractor's License # 662128
Project Name: McAuliffe E.S.
Issued To: Viola

Ref # RFI # 74
Ticket No: _____
Date: 6/25/25 Day: S M T (W) T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)

Frame around the hood to relief vent
in room 1101

No Cost Change Cost Change

Name	Hours	OT
<u>Cecilio Rodriguez</u>	<u>4 hrs</u>	
<u>Lessie Castillo</u>	<u>4 hrs</u>	
<u>WORK RELATED TO</u>		
<u>"OPEN AIR PLUENUM"</u>		
<u>NON-COMBUSTIBLE MATERIAL</u>		
<u>VERIFIED VIOLA</u>		
<u>MERCY URSUA 6/25/25</u>		
	<u>8 hrs</u>	
Equipment	Hours	
Forklift Gradall		
Truss Boom		
Scissor Lift		
Boom Lift		

Qty	Materials
	Lumber/Delivery (circle):
<u>2</u>	<u>2x4-12'</u>
	Plywood/Delivery (circle):
<u>1</u>	<u>4x8x3/4 CDX</u>
	Hardware:
	<u>8-A34</u>
	Bolts/Nuts:
	Nails:
	Screws:
	Sawblades:
	Sawzall Blades:
	Drill Bits:
	Anchors/Epoxy:
	Shot Pins:

Approval Issued By: 102 [Signature]
Signature & Title

Name: Tim Hoyt
Printed

Date: 06-25-25



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800 928 6650
 Direct: 805 928 3397
 Fax: 805 928 0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
C0 #14 Description of Work: 2 hangers phase 2 patching ceilings in fire rated area CCD#3 RFI#98 per tckt no. 124882	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: 2 hangers phase 2 patching ceilings in fire rated area **CCD#3 RFI#98** per tckt no. 124882

Labor and Materials	\$ 3,300.00
Overhead	\$ 495.00 330.00
Total Amount:	\$ 3,795.00 \$3,630.00

Please sign and fax back to continue with material order

For which an add of \$ **3,795.00** is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



CCD#003

Division of Pre Con Industries, Inc
PO Box 5728
Santa Maria, CA 93456-5728
License #809679

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
C0 #15 Description of Work: Patching lids and OT per tckt no. 124881	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: Patching lids and OT per tckt no. 124881

Labor and Materials	\$	2,982.00
Overhead	\$	447.30 \$298.20
Total Amount:	\$	3,429.30 \$3,280.20

Please sign and fax back to continue with material order

For which an add of \$ 3,429.30 is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

MONDAY

Date: 7-21-25
 Job: _____
 Job #: _____
 No 124881

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 - HANGERS - CONTINUE PATCHING LIDS IN FIRE RATED CEILING
 1 - TAPER - 2 HRS OT PER CE # 25 RECOVERY OF SCHEDULE
 HANGERS TIME ALL ON CCD # 003 (10 HRS EACH)

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA MORA VARGA
 (Address) 7/22/25

ORDER REFERENCE.....

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

ALEJANDRO GONZALEZ - 10
 JORGE CONTRERAS - 10
 RAY PEREZ - 2 - TAPER

LABOR:

_____ Hrs. Foreman ~~10~~ 20 Hrs. Drywall Carpenter _____ Hrs. Laborers
2 Hrs. Drywall Taper
 CE # 25 RECOVERY OF SCHEDULE O.T.

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Jim Per 10R Tim Hoyt
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: 7/23/25 ~~7/22/25~~ TUESDAY
 Job: _____
 Job #: 7-22-25
 No: 124882

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 - HANGERS PHASE 2 PATCHING, TAPING CEILING IN
FIRE RATED AREA. CED # 3 COVERS THIS WORK
TAPER - 5 HRS #RFI #98 "FIRE OUT WALL"

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERMADO VIOLA MEXEN UREA

ORDER REFERENCE.....

(Address) _____

7/23/25

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

_____ ALEJANDRO GONZALEZ - 10 HRS
 _____ GUSTAVO FERNANDEZ - 10 HRS
 _____ RAY PEREZ - 5 HRS

LABOR:

_____ Hrs. Foreman 20 Hrs. Drywall Carpenter _____ Hrs. Laborers
5 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: _____

Ray Perez 10R Tim Hoyt
 Premier Drywall



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800.928.6650
 Direct: 805.928.3397
 Fax: 805.928.0977

CCD #002

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
C0 #16 Description of Work: layout cutin areas, patches in rated ceilings CCD003 per tckt no. 124888	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: layout cutin areas, patches in rated ceilings **CCD003** per tckt no. 124888

Labor and Materials	\$ 2,736.00
Overhead	\$ 410.40 \$273.60
Total Amount:	\$ 3,146.40 \$3,009.60

Please sign and fax back to continue with material order

For which an add of \$ **3,146.40** is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL

SATURDAY



P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 7-19-25
 Job: _____
 Job #: _____
No 124888

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

5-HANGERS (DW) 2 TAPERS
LAYOUT AND CUTIN AREAS TO FILL DRYWALL PATCHES
IN RATED CEILING AREAS - THIS E.
ALL T.M COVERED BY CED-003 DETAILS /DESIGN CHANGE

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA MERA VERA

ORDER REFERENCE.....

(Address) 7-21-25

PART B.

Authorizing Signature: _____

MATERIALS: (Description)

<u>GERARDO - HANGER</u>	<u>RAY PEREZ - TAPER</u>
<u>JAVIER JEREMIAS - HANGER</u>	<u>JORGE CONTRERAS - TAPER</u>
<u>JAMIAIGO - HANGER</u>	<u>ALEJANDRO GONZALEZ - HANGER</u>
	<u>GUSTAVO FERNANDEZ - HANGER</u>

LABOR: ced #003

_____ Hrs. Foreman	<u>8</u> Hrs. Drywall Carpenter EACH	_____ Hrs. Laborers
	<u>8</u> Hrs. Drywall Taper EACH	

EQUIPMENT:

_____ Hrs. Zoom Boom	_____ Hrs. Laser	_____ Hrs. Mig/ARC Welder
_____ Hrs. Fork Lift	_____ Hrs. Saw	_____ Hrs. Scissor Lift
_____ Hrs. Truck	_____ No. Blades	_____ Hrs. Misc. Equipment

COMPLETED BY: Ray R... Premier Drywall OR Tim Hoyt

**Layout, Demo and Remove Drywall
for Hood Blocking above ACT per
RFI#74**

M&T Inc.

Project: McAuliffe ES Modernization

Date: Thursday, June 26, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
J1	Journeyman	Thomas Escobar	4	101.62		135.47	\$ 406.48
							\$ -
							\$ -
							\$ -
							\$ -
Labor Total:							\$ 406.48

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	406.48
Mark-up:	\$	40.65
Total:	\$	447.13

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 003 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Oxnard School District		DSA File Number: 56 22	
Project Name/School: McAuliffe Elementary School Modernization		DSA Application Number 03 121079	
3. APPLICANT INFORMATION:			
Date Submitted: 06/13/25	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2 + Supporting Documents		
Firm Name: Arcadis/IBI Group	Contact Name: Ruben Ruiz		
Work Email: Ruben.Ruiz@arcadis.com	Work Phone: (805) 748-9900		
Firm Address: 333 S. Hope St. Suite C-200	City: Los Angeles	State: Ca	Zip Code: 90017
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Maurice Macare			
Professional License Number: C13998		Discipline: Architecture	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Alternate Options for Ceiling Grid Compression Strut Installation. Alternate Options for Bracing Wire at Rated Ceiling and CMU wall attachment			
List of DSA-approved drawings affected by this post-approval document: 11/A8300			

DSA USE ONLY		Returned	DSA STAMP
SSS RS Date <u>6/30/25</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		Date:	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;">APPROVED</p> <p style="margin: 0;">DIV. OF THE STATE ARCHITECT</p> <p style="margin: 0;">APP: 03-121079 INC:</p> <p style="margin: 0;">REVIEWED FOR</p> <p style="margin: 0;">SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input type="checkbox"/></p> <p style="margin: 0;">DATE: <u>06/30/2025</u></p> </div>
FLS FC Date <u>06/02/2025</u> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		By:	
ACS Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____			

**Layout, Demo and Remove Drywall
at RM#171 to Access Termite
Damage per RFI#69**

M&T Inc.

Project: McAuliffe ES Modernization

Date: Monday, June 23, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
J1	Journeyman	Thomas Escobar	4	101.62		135.47	\$ 406.48
							\$ -
							\$ -
							\$ -
							\$ -
Labor Total:							\$ 406.48

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	406.48
Mark-up:	\$	40.65
Total:	\$	447.13

TERMITE DAMAGE

M&T Concrete Time and Materials

Ticket # _____

Project: Mc AVLAFFE E.S.

Date: 6-23-25

Change Event/Cost Code: RFI # 69
CE # 020

Labor

Code	Class	Name	Hours		Total
			Regular	O/T	Hours
200-241	CARPENTER	THOMAS ESCOBAR	4		4

Equipment

Code	Description	Hours

Material

Supplier	Description

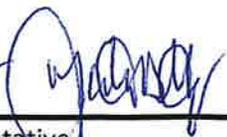
Subcontractors

Name	Description

Accident/Injury/Incident Reported Today? No Yes (See Attached Report)

Work Activities

CE # 200.241.190 LAYOUT, CUT, DEMO & REMOVE DRYWALL IN CLASSROOM #171 TO ALLOW ABD ACCESS TO REPLACE POST LUMBER DUE TO TERMITE DAMAGE

1012 Tim Hart  6-23-25
 Authorized Representative Date

 6-23-25
 M&T Representative Date



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #69: Existing Termite Damage

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Jun 11, 2025	Due Date	Jun 25, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	ASI 05R2, CCD 002
Linked Drawings			
Received From	Mike Ellis (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (Viola Inc.), Mike Ellis (Viola Inc.), Tim Hoyt , Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.), Mercy Urrea (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Monday, Jun 9, 2025 at 02:08 PM PDT

Upon selective demolition for layout of TV's, termite damage was discovered for the existing post and stud. The existing conditions of the 4x6 post and the 2x6 stud will not allow positive attachment for blocking. Please advise how we are to proceed.

Attachments
[A7BBA2D4-B05B-4FA0-A4FB-AF55D20A58C7.jpeg](#), [F86724E5-0BE6-4164-94CB-D99A8906B0C9.jpeg](#), [98FD158F-C3C4-463C-AEC1-E806432934AF.jpeg](#), [755249BE-5450-4FCA-8DDB-9C1F7A7AE4CA.jpeg](#), [6055B32A-76C0-48AF-B402-253664CA0395.jpeg](#)

Awaiting an Official Response

Per conversation with IoR and CFW, the 4x6 Post and the 2x6 stud are to be replaced in kind (Like-for-like)

As point of clarification, any future termite damaged studs/wood members, are to be replaced in kind (like-for-like)

Ruben R.
 Arcadis
 06/18/2025

TERMITE
DAMAGE

UNIT
R3394

015830111

887019

WRITERS LABORATORIES
CLASSIFIED
WALLBOARD
ISSUE NO. B-2173
5/8" x 48" WIDE

FIRE RESISTANCE CLASSIFICATION
DESIGN NOS. G503, L501, L508, N501, N502, N503, U301,
U305, U314, U411, U505, U506, U513, X501, X516
SEE U. L. FIRE RESISTANCE DIRECTORY

8/17/12

2 X

X

(2) 2X

12" - 24"

AB





ES INC.
TYPE SCX
ATION

FIRECODE TYPE X 1015830111

11STU



Change Order #

13R

DATE: July 23, 2025

PROJECT: McAuliffe ES

Cost associated with RFI #77

Description	Qty	Unit	Unit Price	Extension
4x6x4	1	each	\$ 8.35	\$ 8.35
A34 Zmax	4	each	\$ 1.22	\$ 4.88
A35	6	each	\$ 0.83	\$ 4.98
Material Subtotal				\$ 18.21
Material Sales Tax			9.25%	\$ 1.68
CA Additional Lumber Assessment			1.00%	\$ 0.08
Material Total				\$ 19.98
Labor Journeyman	3	hour	\$ 93.32	\$ 279.96
Labor Foreman	3	hour	\$ 96.92	\$ 290.76
Subtotal				\$ 590.70
Profit & Overhead			10%	\$ 59.07
Change Order Total				\$ 649.77



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter
Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Journeyman
Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$52.24	\$78.36	\$26.12	\$104.48	\$52.24
2.) F.I.C.A	0.0765	\$4.57	\$6.57	\$2.00	\$8.56	\$4.00
3.) Federal Unemployment Tax	0.008	\$0.48	\$0.69	\$0.21	\$0.90	\$0.42
4.) State Unemployment Tax	0.062	\$3.70	\$5.32	\$1.62	\$6.94	\$3.24
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$1.91	\$1.91	\$0.00	\$1.91	\$0.00
12.) Public Liability (Bodily Injury)		\$1.34	\$1.92	\$0.49	\$2.52	\$1.18
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$93.32	\$123.84	\$30.44	\$154.39	\$61.07



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: Abdellatif Enterprises, Inc. **Trade:** Carpenter

Address: 26072 Merit Circle, Suite 103 **Local Union No.:** 213
Laguna Hills, CA 92653 **Classification:** Foreman

Telephone: (949) 215-4790 **Effective Date:** 07/01/25 **to** 06/30/26

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$55.24	\$82.86	\$27.62	\$110.48	\$55.24
2.) F.I.C.A	0.0765	\$4.80	\$6.91	\$2.11	\$9.02	\$4.23
3.) Federal Unemployment Tax	0.008	\$0.50	\$0.72	\$0.22	\$0.94	\$0.44
4.) State Unemployment Tax	0.062	\$3.89	\$5.60	\$1.71	\$7.31	\$3.42
5.) Health & Welfare Fund		\$9.50	\$9.50	\$0.00	\$9.50	\$0.00
6.) Pension Fund		\$6.41	\$6.41	\$0.00	\$6.41	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$4.50	\$4.50	\$0.00	\$4.50	\$0.00
9.) Association Dues		\$2.46	\$2.46	\$0.00	\$2.46	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$2.01	\$2.01	\$0.00	\$2.01	\$0.00
12.) Public Liability (Bodily Injury)		\$1.41	\$2.02	\$0.49	\$2.65	\$1.24
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$1.21	\$1.21	\$0.00	\$1.21	\$0.00
BASE CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$96.92	\$129.20	\$32.16	\$161.50	\$64.58

**Layout, Demo and Remove Drywall
in CR#1101 to expose Termite
Damage per RFI#77**

M&T Inc.

Project: McAuliffe ES Modernization

Date: Monday, June 23, 2025

VIOLA LABOR

Code	Class	Name	Hours				Total
			Prem	Prem	O/T	O/T Rate	
J1	Journeyman	Thomas Escobar	2	101.62		135.47	\$ 203.24
							\$ -
							\$ -
							\$ -
							\$ -
Labor Total:							\$ 203.24

VIOLA EQUIPMENT

Code	Equipment	Hourly		Total
		Hours	Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Equipment Total:				\$ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Material Total:			\$ -

SUBCONTRACTOR

NAME	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ -

Subtotal:	\$	203.24
Mark-up:	\$	20.32
Total:	\$	223.56

TERMITE DAMAGE
M&T Concrete Time and Materials

Ticket # _____

Project: McAULIFFE ES.

Date: 6-23-25 (MONDAY)

Change Event/Cost Code: RFI# 77
CE# 019

Labor

Code	Class	Name	Hours		Total
			Regular	O/T	Hours
200-241	CARPENTER	THOMAS ESCOBAR	2		2

Equipment

Code	Description	Hours

Material

Supplier	Description

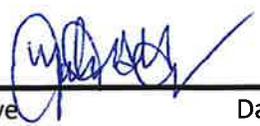
Subcontractors

Name	Description

Accident/Injury/Incident Reported Today? No Yes (See Attached Report)

Work Activities

CE# 200.241-190 LAYOUT, CUT, DEMO AND REMOVE DRYWALL
 IN CLASSROOM #1101 TO EXPOSE TERMITE DAMAGE IN
 LUMBER AT TV LOCATION

FOR Tim Hoff 
 Authorized Representative Date

Marcy Green  6-23-25
 M&T Representative Date



Division of Pre Con Industries, Inc
 PO Box 5728
 Santa Maria, CA 93456-5728
 License #809679

Toll Free: 1800 928 6650
 Direct: 805 928 3397
 Fax: 805 928 0977

REQUEST TO PREFORM EXTRA WORK

To:

Company: Viola	Fax:
From: Chris Amburgey	Date: 8/8/2025
Project: Mcaullife	Page:
CO #7 Description of Work: Termite damage rooms 171 and 1101 RFI #77,69. per tckt no. 124874	Job# 5456

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description of Work: Termite damage rooms 171 and 1101 RFI #77,69. per tckt no. 124874

Labor and Materials	\$ 2,444.51
Overhead	\$ 366.68 244.45
Total Amount:	\$ 2,811.19 2,685.96

Please sign and fax back to continue with material order

For which an add of \$ 2,811.19 is made to contract price and an additional 11 work days is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: wednesday July 9, 25
 Job: _____
 Job #: 5456
 No: **124874**

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Termite damage Rooms 171 and 1101 - Hang drywall
 Prep and tape.

RFI # 77 RFI # 69 TERMITE DAMAGE

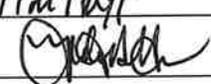
TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) VERIFIED VIOLA - MURRAY 7-9-25

ORDER REFERENCE.....

(Address) _____

1012 Tim Hart


PART B.

Authorizing Signature: _____

MATERIALS: (Description)

<u>3 sheets of 4x8 drywall</u>	<u>Ricardo Orozco - 6 hrs</u>
_____	<u>Edgar Orozco - 6 hrs.</u>
_____	<u>Jorge Contreras - 6 hrs.</u>
_____	_____

LABOR:

_____ Hrs. Foreman	<u>12</u> Hrs. Drywall Carpenter	_____ Hrs. Laborers
	<u>6</u> Hrs. Drywall Taper	

EQUIPMENT:

_____ Hrs. Zoom Boom	_____ Hrs. Laser	_____ Hrs. Mig/ARC Welder
_____ Hrs. Fork Lift	_____ Hrs. Saw	_____ Hrs. Scissor Lift
_____ Hrs. Truck	_____ No. Blades	_____ Hrs. Misc. Equipment

COMPLETED BY: 
 Premier Drywall



Change Order #

6

DATE: June 11, 2025

PROJECT: McAuliffe ES

Cost associated with RFI 49

Description	Qty	Unit	Unit Price	Extension
✓ 2x4x18	7	each	\$ 13.27	\$ 92.89
✓ 4 1/2" SDS	40	each	\$ 1.50	\$ 60.00
✓ 3 1/2" SDS	42	each	\$ 1.25	\$ 52.50
Material Subtotal				\$ 205.39
Material Sales Tax			9.25%	\$ 19.00
CA Additional Lumber Assessment			1%	\$ 0.93
Material Total				\$ 225.32
✓ Labor Journeyman	8	hour	\$ 89.60	\$ 716.80
✓ Labor Foreman	8	hour	\$ 93.21	\$ 745.68
Subtotal				\$ 1,687.80
✓ Profit & Overhead			15% 10%	\$ 253.17 \$ 168.78
✓ Total Change Order				\$ 1,940.97 \$ 1856.58

INVOICE

Hasselblad Lumber Sales
1941 W Frederic Lane
Boise, ID 83705
Ph : 208-938-3391
Web Site : hasselbladlumber.com

Customer P.O.#	Invoice No.
	S0000997
Ship Date	Invoice Date
04/14/2025	04/17/2025
Terms	
NET 60 DAYS ADI	

Sold To: ABDE /DIR	Ship To: 0024
ABDELLATIF ENTERPRISES, INC. 26072 MERIT CIRCLE, SUITE 103 LAGUNA HILLS, CA 92653 Tel: (949) 215-4790 Fax: (949) 215-4794	McAuliffe Elementary School 3300 Via Marina Ave Oxnard, CA 93035

Ship Via	FOB	Salesperson	Ordered by	Order No
3rd Party Truck	DESTINATION	Isaac Hasselbald		S0000997

Qty	Unit	Product Description	Footage	Unit Price	Amount
200	PC	2x4 18' DOUG FIR #1 & BTR S4S KD	2,400 BF	1,106.00 /MBF	2,654.40
70	PC	2x6 18' DOUG FIR #1 & BTR S4S KD	1,260 BF	1,231.00 /MBF	1,551.06
10	PC	4x6 16' DOUG FIR #1 & BTR S4S GREEN	320 BF	1,325.00 /MBF	424.00
1	PC	FREIGHT	1 PC	750.00 /PC	750.00

--	--	--	--	--	--

Please REMIT To: Hasselblad Lumber Sales 1941 W Frederic Lane BOISE, ID 83705	Footage	Sub Total	Freight	Tax	Total Amount
	3,980 ^{BF}	5,379.46	0.00	428.23	5,853.98

Lumber Product Assessment Fee: 46.29

A FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, will be charged on all past due balances. NHLA, WCLIB or WWPA Grades shall apply to this order unless otherwise noted. This lumber is sold under current terms and conditions of sale, as adopted by the West Coast Lumbermen's Association.

**CUSTOMER**



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #49: Compression Post at Gypsum Board Ceiling

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	May 12, 2025	Due Date	May 26, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	RFI #009
Linked Drawings			
Received From	Tim Hoyt		
Copies To	Luis Aguilar (Viola Inc.), Jentsen Cadacio (Viola Inc.) , Mike Ellis (Viola Inc.), Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Monday, May 12, 2025 at 12:59 PM PDT

Per DSA Inspectors request, please confirm we are to utilize Detail 5.50 on IR 25-2 for compression post at gypsum board ceilings. We request installing 2x flat blocking over gypsum board, surface mounted as shown in attached detail.

Attachments

[RFI_Comp.PostatGypBoard.pdf](#)

Awaiting an Official Response

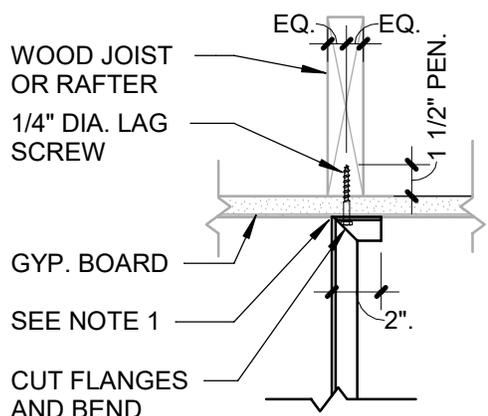
No Exceptions Taken to utilizing DSA IR-25-2 Detail 5.50, for compression post/blocking installation over Gypsum Board.

Please follow all parameters outlined in the IR Detail.

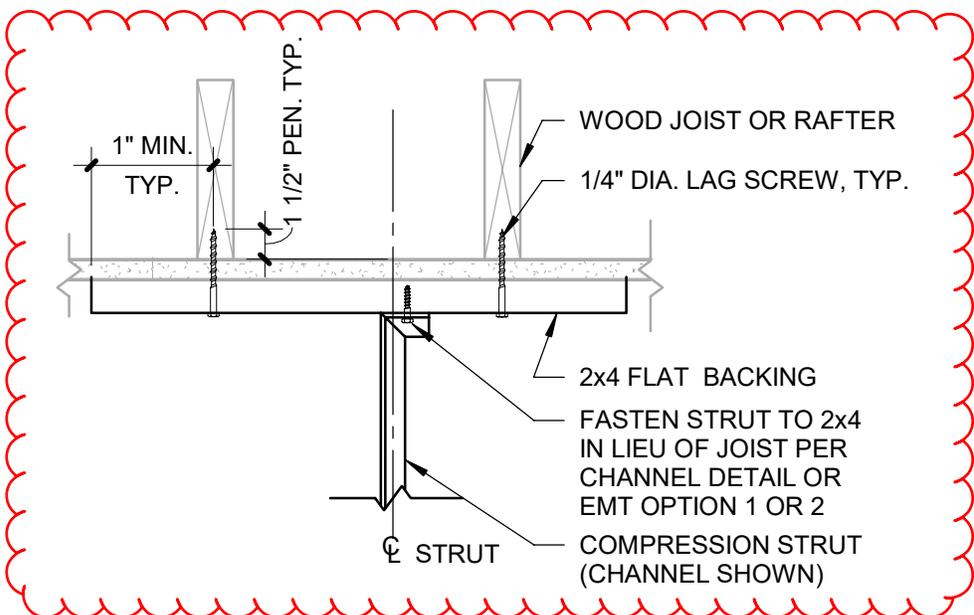
Thanks

Ruben R.
Arcadis
05/12/2025

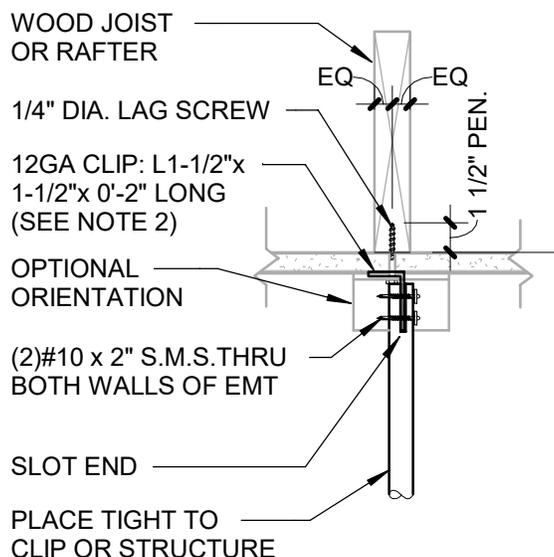
SUSPENDED LAY-IN PANEL CEILING: 2019 CBC



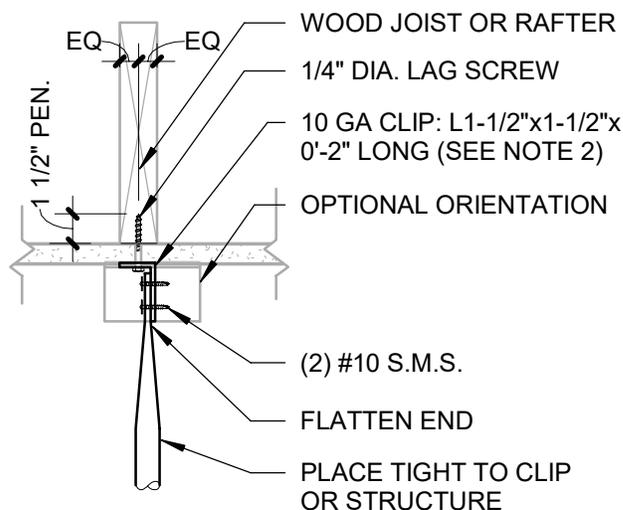
CHANNEL STRUT



**CHANNEL OR EMT STRUT:
BETWEEN JOIST**



EMT STRUT: OPTION 1



EMT STRUT: OPTION 2

NOTES:

1. WEB OF CHANNEL TO BEAR WITHIN WIDTH OF THE WOOD MEMBER.
2. FOR ANGLE ORIENTED IN THE STANDARD POSITION, VERTICAL LEG TO FALL WITHIN THE WIDTH OF THE WOOD MEMBER.
3. PEN. = MINIMUM PENETRATION OF LAG SCREW THREADS INTO THE WOOD MEMBER.
4. NO. 14 WOOD SCREW MAY BE USED IN LIEU OF 1/4\"/>

Detail Title : STRUT CONNECTION TO SAWN TIMBER WITH GYPSUM BOARD	REV: 09/21/2015	Detail No.
	REV: 03/2022	5.50



Change Order #

11R

DATE: July 24, 2025

PROJECT: McAuliffe ES

Cost associated with RFI #38: Replace rotted 2x and plywood near the HVAC unit Phase 1.

Description	Qty	Unit	Unit Price	Extension
2x6x12	4	each	\$ 13.73	\$ 54.92
2x4x18	3	each	\$ 12.53	\$ 37.59
4x8x1/2 plywood	11	each	\$ 25.23	\$ 277.53
2x6x16	4	each	\$ 18.31	\$ 73.24
2x4x16	2	each	\$ 11.14	\$ 22.28
Material Subtotal				\$ 465.56
Material Sales Tax			9.25%	\$ 43.06
CA Additional Lumber Assessment			1.00%	\$ 3.70
Material Total				\$ 512.32
Labor Journeyman	38	hour	\$ 89.60	\$ 3,404.80
Labor Foreman	2	hour	\$ 93.21	\$ 186.42
Subtotal				\$ 4,103.54
Profit & Overhead			15%	\$ 615.53
Change Order Total				\$ 4,719.06

\$410.35

\$4,513.89



DAILY EXTRA WORK ORDER

Total Tickets for Job: _____
 CO Tickets _____ of _____

CA Contractor's License # 662128
 Project Name: _____
 Issued To: _____

Ref # RFI # 38
 Ticket No: _____
 Date: 7/17/25 Day: S M T W T F S

Description of Added Scope of Work (Ex: room #, gridlines, floor, roof, RFI #)
Frame cricket sheet and nail per RFI # 38
(Phase I)
RFI # 38 DAMAGED PLYWOOD "TERMITE & WATER"

No Cost Change Cost Change

Name	Hours	OT	Qty	Materials
John Ariz	6hrs		4	Lumber/Delivery (circle): 2x6x16
Joel Garsz	6hrs		2	2x4x16'
Rafael Suarez	6hrs			Plywood/Delivery (circle): 4 4x8x1/2 ply
				Hardware:
				Bolts/Nuts:
				Nails:
				Screws:
				Sawblades:
				Sawzall Blades:
				Drill Bits:
				Anchors/Epoxy:
				Shot Pins:
	18hrs			
Equipment	Hours			
Forklift Gradall				
Truss Boom				
Scissor Lift				
Boom Lift				

Approval Issued By: [Signature] Name: 100. Tim Hoyt Date: 07/17/25
Signature & Title Printed

Abdellatif Enterprises, Inc. 26072 Merit Circle Suite 103 Laguna Hills CA (949) 215-4790

VERIFIED VIOLA MERCY ULLA 7/18/25



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

Project: 2526 McAuliffe ES Modernization
 3300 W. Via Marina Avenue
 Oxnard, California 93035

RFI #38: Damaged Plywood at Existing Roof

Status	Open		
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	May 6, 2025	Due Date	May 16, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Luis Aguilar (Viola Inc.), Jentsen Cadacio (Viola Inc.) , Mike Ellis (Viola Inc.), Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Friday, May 2, 2025 at 02:21 PM PDT

Upon layout for HVAC equipment blocking, from the underneath. We discovered existing deteriorating plywood at different instances. Please advise if we are to remove and replace.

Attachments

[61E2F850-5F48-4488-931E-A8AD1FC93656.jpeg](#), [D893E99D-2D3A-4ECB-A744-0DC5242C6DB0.jpeg](#)

Awaiting an Official Response

Remove damaged panels in their entirety and replace in kind, match the existing shear nailing schedule.

**Hunter Mosier
 Arcadis
 05/16/25**







Change Order #

19

DATE: July 24, 2025

PROJECT: McAuliffe ES

Cost associated with ASI #004: Add 4x blocking per ASI #004. 15 blocks Room 171.

Description	Qty	Unit	Unit Price	Extension	
4x6	80	LF	\$ 2.09	\$ 167.20	
A34	156	each	\$ 0.96	\$ 149.76	
Material Subtotal				\$ 316.96	
Material Sales Tax			9.25%	\$ 29.32	
CA Additional Lumber Assessment			1.00%	\$ 1.67	
Material Total				\$ 347.95	
Labor Journeyman	9.5	hour	\$ 89.60	\$ 851.20	
Labor Foreman	9.5	hour	\$ 93.21	\$ 885.50	
Subtotal				\$ 2,084.65	
Profit & Overhead			15%	\$ 312.70	\$208.46
Change Order Total				\$ 2,397.34	\$2,293.11



ARCADIS IBI GROUP
 333 S. Hope St, Suite C-200
 Los Angeles, CA 90071

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

IBI GROUP

www.arcadis.com

PROJECT:	McAuliffe E.S. Modernization 3300 Via Marina Ave Oxnard, CA 93035	ASI NO.:	04
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 91006	DATE:	04/30/2025
CONTRACTOR:	Viola Inc. 5811 Olivas Park Drive Ventura, CA 93003	ARCHITECT:	Arcadis / IBI Group 333 S. Hope St, Suite C-200 Los Angeles, CA 90013
CONSTRUCTION MANAGEMENT:	Caldwell Flores Winters, Inc 521 N. 1 st Avenue Arcadia, CA 91006		
PTN:	72538-110	PROJECT NO.:	123392
OPSC / HCAI NO.:	N/A	DSA FILE NO.:	56-22
		APPLICATION NO.:	03-121079

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents, not involving an adjustment to the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

Reference Sheet A5002 and A5009:

- Revise tall closet in rooms 171, 174, and 198 to match the attached **ASI04 – A1**. Existing ceiling grid above to remain

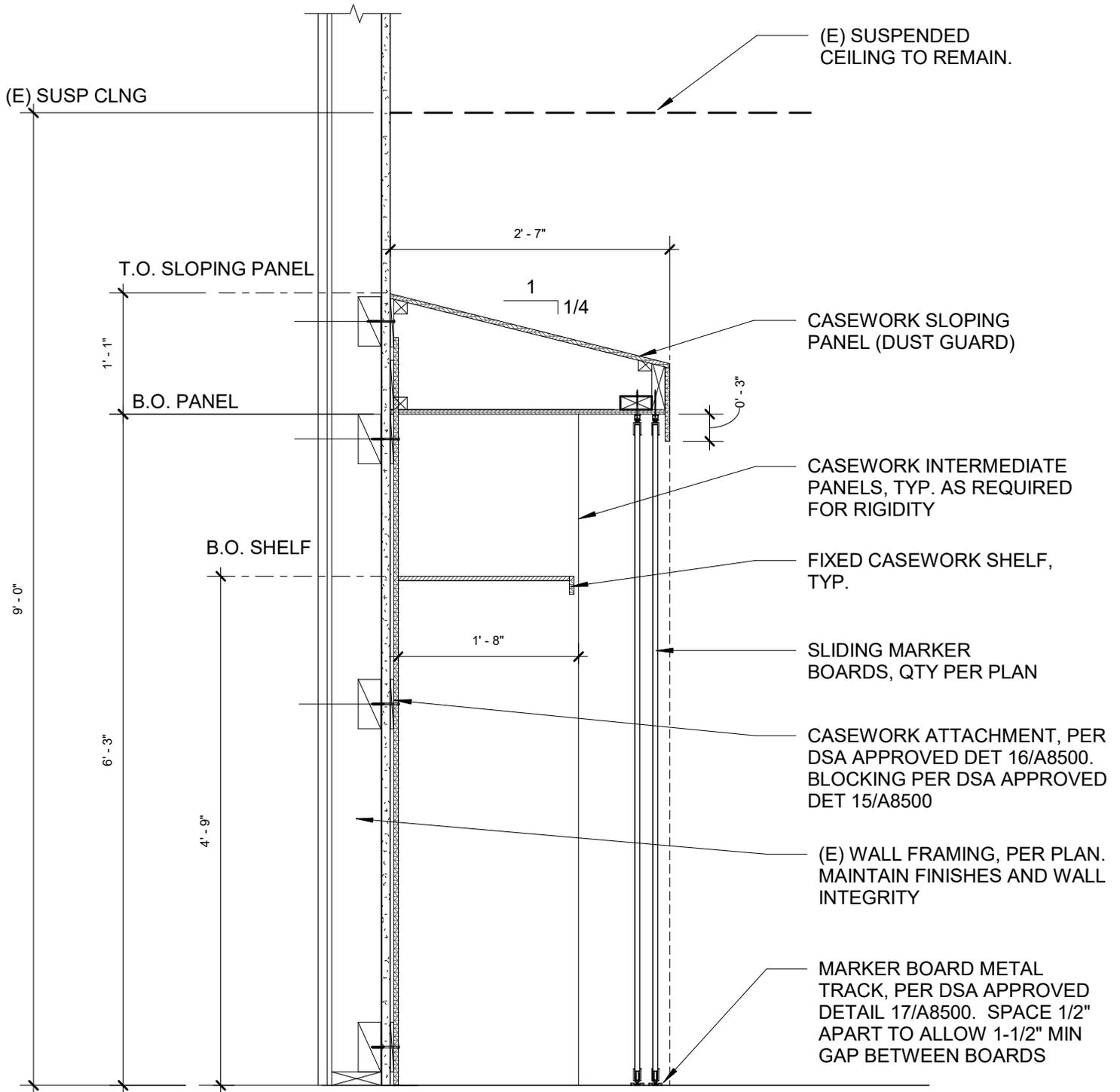
Attachments: ASI04-A1

ISSUED:
Arcadis - IBI Group

ACCEPTED:

By: Hunter M. Date: 04/30/2025

By: _____ Date: _____



	PART OF SHEET(S) A5002, A5009	ISSUED WITH: ASI04	
	PROJECT TITLE McAuliffe Elementary School Modernization	SCALE: 3/4" = 1'-0"	DATE: 04/30/25
	SKETCH TITLE TALL CASEWORK SECTION	DRAWN: Author	PROJECT NO: 123392
		SKETCH NO. ASI04 - A1	
		507	

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AMENDMENT

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

By: 
Melissa Reyes, Director, Purchasing

3/6/25
Date:

VIOLA INC.:

By: Michael T. Viola
Michael Viola, President

02-24-2025
Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

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

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

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 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 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

THE DISTRICT

Viola, Inc.

Oxnard School District,
a California school district

By: Michael T. Viola

By: Melissa Reyes

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: 02-24-2025

Date: 3/6/25

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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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OXNARD SCHOOL DISTRICT

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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

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: Melissa Reyes

Melissa Reyes

Title: Director, Purchasing

Date: 10/17/24

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

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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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OXNARD SCHOOL DISTRICT

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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

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Viola, Inc.

By: Michael T. Viola

Michael T. Viola

Title: President/Chief Executive Officer

Date: October 15, 2024

THE DISTRICT

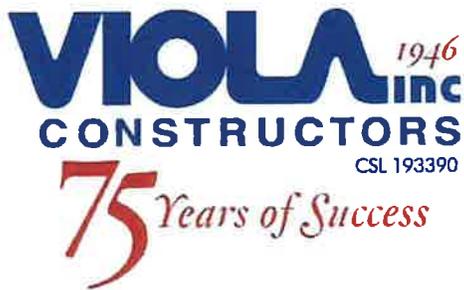
Oxnard School District,
a California school district

By: [Signature]

Melissa Reyes

Title: Director, Purchasing

Date: 10/17/24



**RFQ/P Response for Lease Lease-Back
Preconstruction and Construction Services
for the McAuliffe Elementary School
Modernization Project**

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August 21, 2024

Gerald Schober
Vice President, Implementation Services
Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 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

Michael T. Viola
President/Chief Executive Officer



Qualifications

Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

A. Experience

<u>Driffill Elementary School</u>	Oxnard School District	\$3.4 million
<u>PK/K/TK Modular Buildings</u>	1051 South A Street, Oxnard	in progress

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling and Moody

Preconstruction Budget: \$27,870

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

<u>Alila Elementary School</u>	Earlimart School District	\$3.1 million
<u>PK/K/TK Modular Buildings</u>	850 W Washington Ave., Earlimart	in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Preconstruction Budget: \$55,491.88

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.



Rio Mesa High School Oxnard Union High School District \$20.5 million
New HVAC Modernization 1800 Solar Drive, Oxnard, CA

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.

Channel Islands High School Oxnard Union High School District \$10.8 million
HVAC Modernization Phases 1&2 1800 Solar Drive, Oxnard CA, 93030

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

Camarillo Special Education School Ventura County Office of Education \$15.7 million
(Triton Academy) 5250 Adolfo Camarillo Road, Camarillo, CA

Owner Contact: David Fateh (805) 383-1943

Architect: DC Architects

New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 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 Lamont School District \$2.9 million
Construction & Modernization Project 7915 Burgundy Avenue

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$65,208

GMP: \$2,457,342

Contingency: \$0

Allowance: \$81,420

Allowance returned to District: \$33,077.99

Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.



Alicante Elementary School New Construction & Modernization Project Lamont School District \$2.8 million
 7915 Burgundy Avenue
 Owner Contact: Eric Brock (661) 201-6504
 Architect: IBI Group
 Preconstruction Budget: \$63,486
 GMP: \$2,387,363
 Contingency: \$0
 Allowance: \$309,385.69
 Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Myrtle Avenue Elementary School New Construction & Modernization Project Lamont School District \$3.1 million
 7915 Burgundy Avenue
 Owner Contact: Eric Brock (661) 201-6504
 Architect: Perkins Eastman
 Preconstruction Budget: \$74,696
 GMP: \$2,655,629
 Contingency: \$64,525
 Allowance: \$175,568
 Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

Norman R Brekke Elementary School Kindergarten Flex Classroom Building Oxnard School District \$782,815
 1051 South A Street
 Owner Contact: Lisa Franz (805) 385-1501 x2410
 Preconstruction Budget: \$5,288
 GMP: \$737,009
 Contingency: \$20,000
 Allowance: \$82,715
 New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.



Christa McAuliffe Elementary School Oxnard School District \$1.2 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410
 Preconstruction Budget: \$5,288
 GMP: \$799,169
 Contingency: \$20,000
 Allowance: \$56,740
 Allowance returned to District: \$7,445

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Emilie Ritchen Elementary School Oxnard School District \$1.3 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410
 Preconstruction Budget: \$5,288
 GMP: \$745,144
 Contingency: \$20,000
 Allowance: \$56,740

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Ramona Elementary School Oxnard School District \$822,488
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410
 Architect: Flewelling & Moody
 Preconstruction Budget: \$5,288
 GMP: \$834,200
 Contingency: \$20,000
 Allowance: \$101,569
 Allowance returned to District: \$11,711

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.



B. Project Team

Michael Viola, CEO

University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 20-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Field Operations Manager

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 30-Hour Certification

Viola's Field Operations Manager for many of the past 20 years of his tenure with Viola. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
Moorpark College Health Science (2009 – 2010) \$16M
Moorpark College Academic Center (2009-2010) \$18.3M
UCSB Recreation Center (2004-2005) \$12.2M



Rick Canchola, Quality Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- Santa Barbara Children’s Library (2015) \$1.3M
- Oak Park High School Modernize Science Classrooms (2011) \$1M
- Moorpark College Health Science (2009-2010) \$16M
- San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
- Oaks Christian High School for Merco Construction Engineers
- Westlake High School Aquatic Facility for Merco Construction Engineers
- Rio Mesa High School Aquatic Facility for Merco Construction Engineers
- USC Medical Center for Merco Construction Engineers
- UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Sr. Project Manager

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a ‘can do’ attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn’t a challenge that can’t be overcome.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M
- UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M
- Moorpark College Health Science (2009-2010) \$16M
- Ventura Veterans Home (2007-2010) \$22.9M
- Rio Rosales Elementary School (2007) \$10.6M



Robert Lomino, Sr. Project Engineer

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

California Polytechnic State University San Luis Obispo – BS in Construction Management

OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo ten years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M

Camarillo Special Education School (2018-2020) \$15.6M

UCSB Seawater Lab (2017-2018) \$1.7M

San Miguel Pre-School (2017) \$820k

Santa Barbara Children's Library (2015) \$1.3M



Michael Pfeiffer, Project Superintendent

Member of Carpenters Local 743 | OSHA 510/SSTA 16 certification and CPR, AED, and First Aid
UBC Journeyman Building Leadership Program 40 hr.

Mike has over 30 years of building experience from concrete to framing as a carpenter to site supervision. Maintaining and Scheduling of contractors on site as well as completion of Carpentry needs onsite; while always aware of client relationship and quality control.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Taft College Multi-Purpose Building (2019-2020) \$26M for another contractor
- Aurora Learning Center (2018-2020) \$285M for another contractor
- North High School Modernization (2016-2018) \$36M for another contractor
- Mercy Hospital Modernization (2015-2016) \$3M for another contractor
- Greenlee Elementary New Construction (2014-2015) \$2M for another contractor

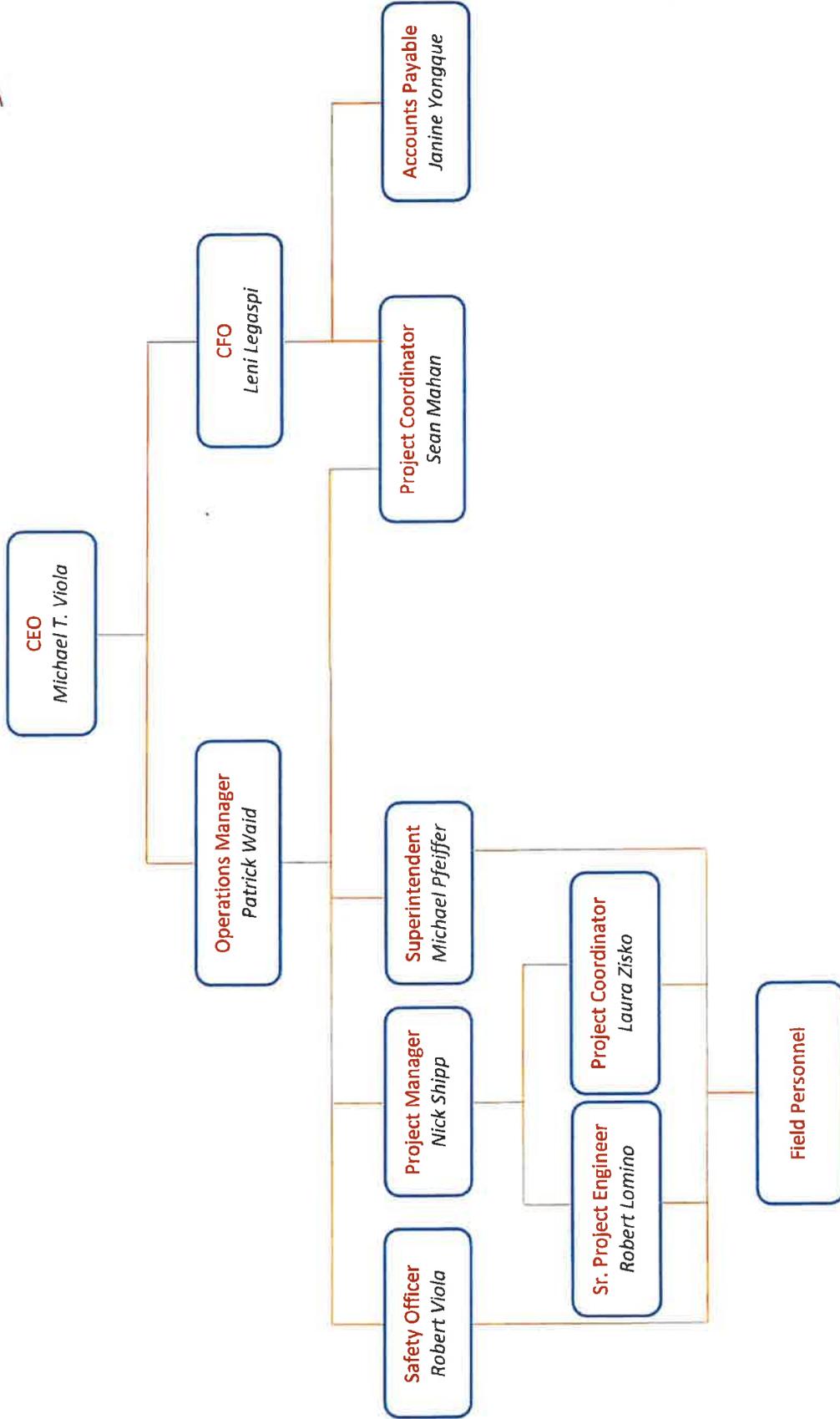
Sean Mahan, Project Coordinator

California State University Channel Islands – BS in History

Sean has six years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor's degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
- McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
- Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
- Elm Elementary School Modernization **LLB** (2017-2019) for CFW
- Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
- Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Viola has been utilizing Procore for over six years on its private, public and lease-leaseback projects. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of modern technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. This is implemented through scheduling software, Outbuild, which integrates CPM, Lookahead, QA/QC, and Safety Inspections into a collaborative dashboard. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. For major tasks: First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly. For daily activities, such as hot work and excavation, daily permits are issued to the respective subcontractors in accordance with our jobsite safety plan.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Viola utilizes industry leading software, Hammertech, for thorough implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, thus maintaining safe and productive conditions for all involved in the project.

EMR for 2024: .78

EMR for 2023: .78

EMR for 2022: .76

E. Bonding Capacity

See attached

McAuliffe Elementary School Modernization Project

F. Conceptual Plans

F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in Conventional School construction, renovation of existing campuses, several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

F2, F3, F4 See attached



F5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre-Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	6.00% of the GMP
General Conditions =	Based on 15 month project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	0.85% of the Completed Cost of Construction
Builder's Risk Insurance =	1.20% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
Reimbursable Fees are 10% above cost incurred	

G. Value Engineering Opportunities

The District and Design Team have DSA approved plans, Viola can and will identify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures, and alternate light fixture packages.

H. Subcontractor / Trade Details

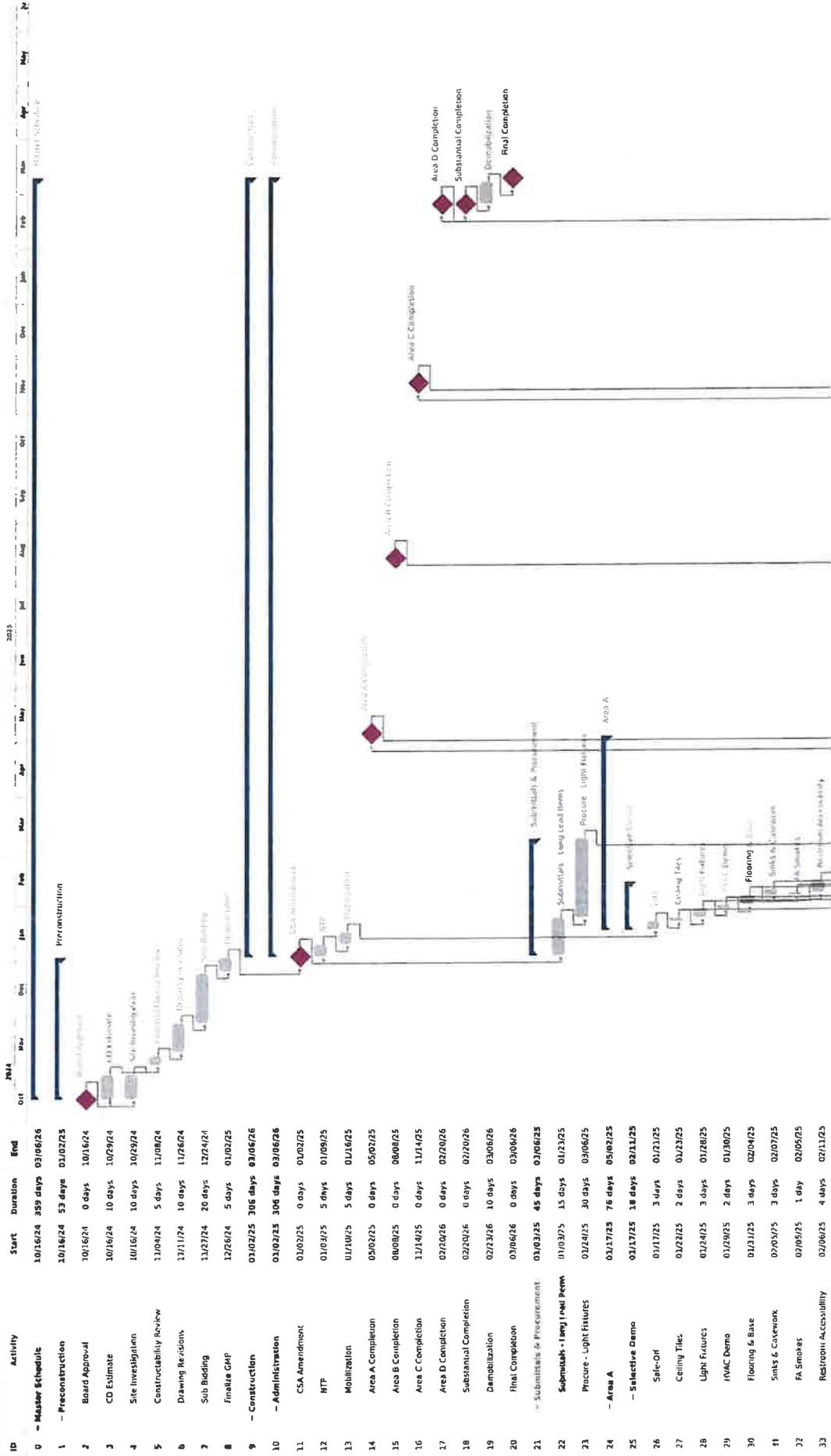
Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.



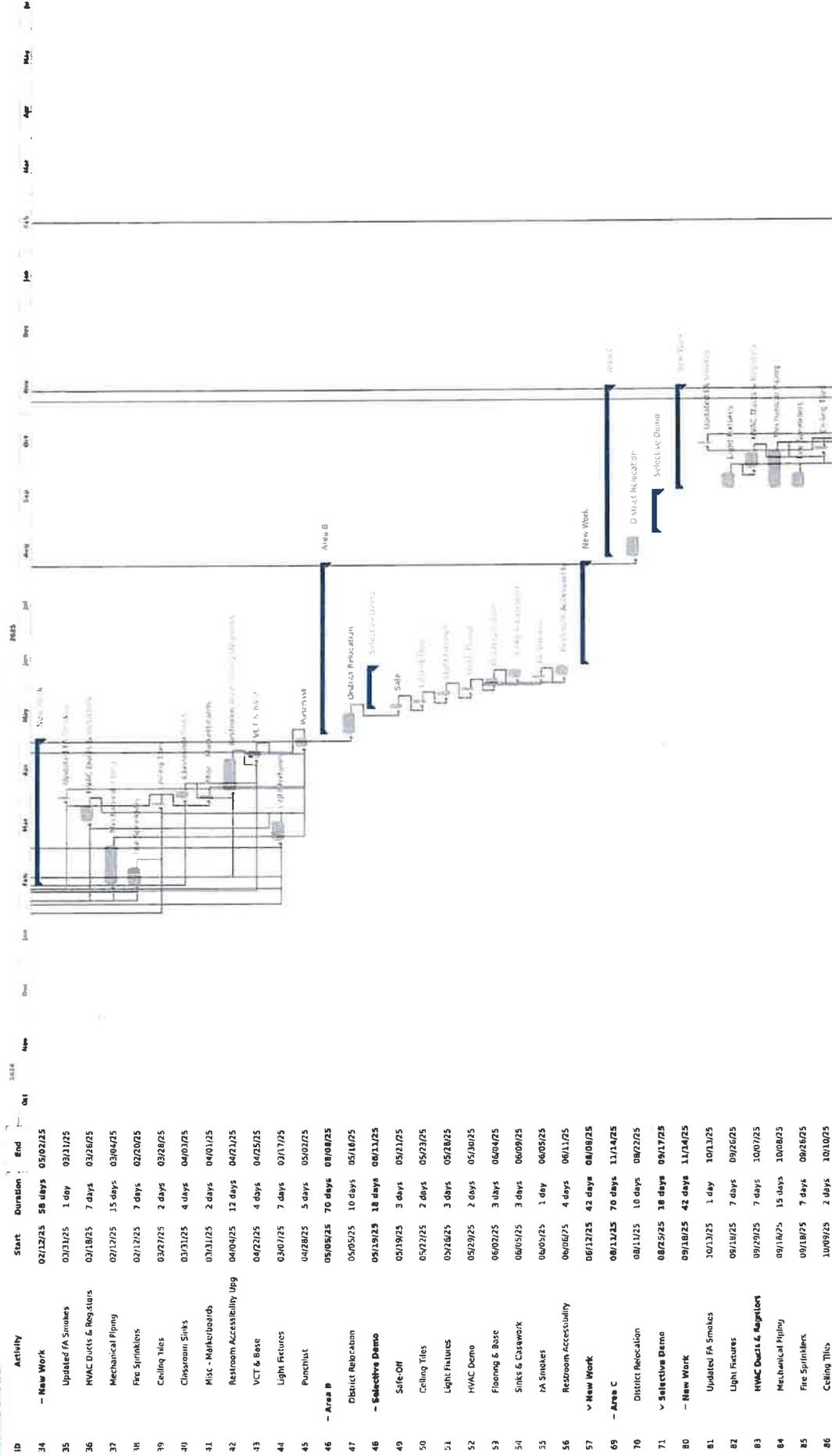
I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to insure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

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



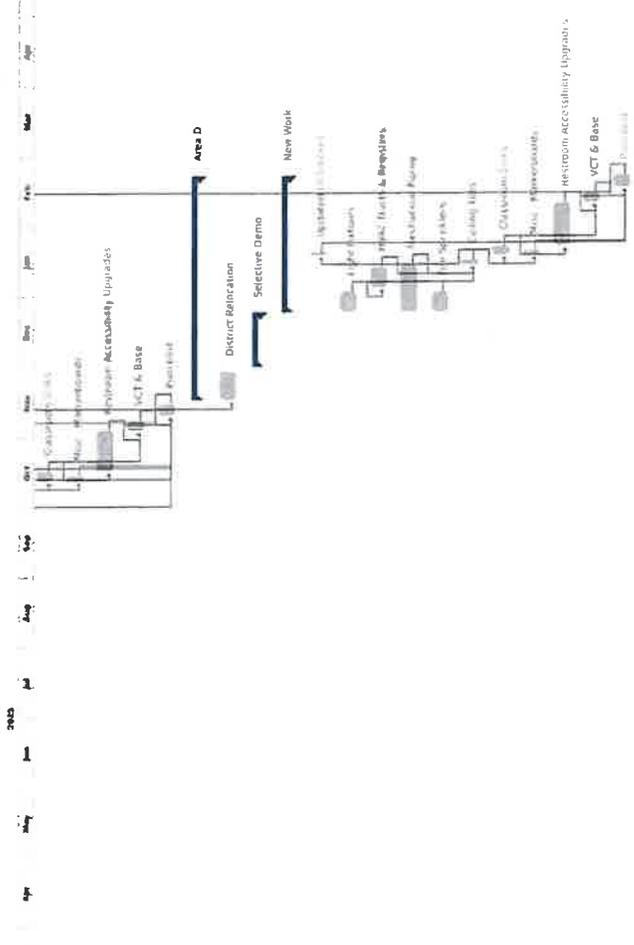
**McAuliffe ES Modernization
RFP Schedule**



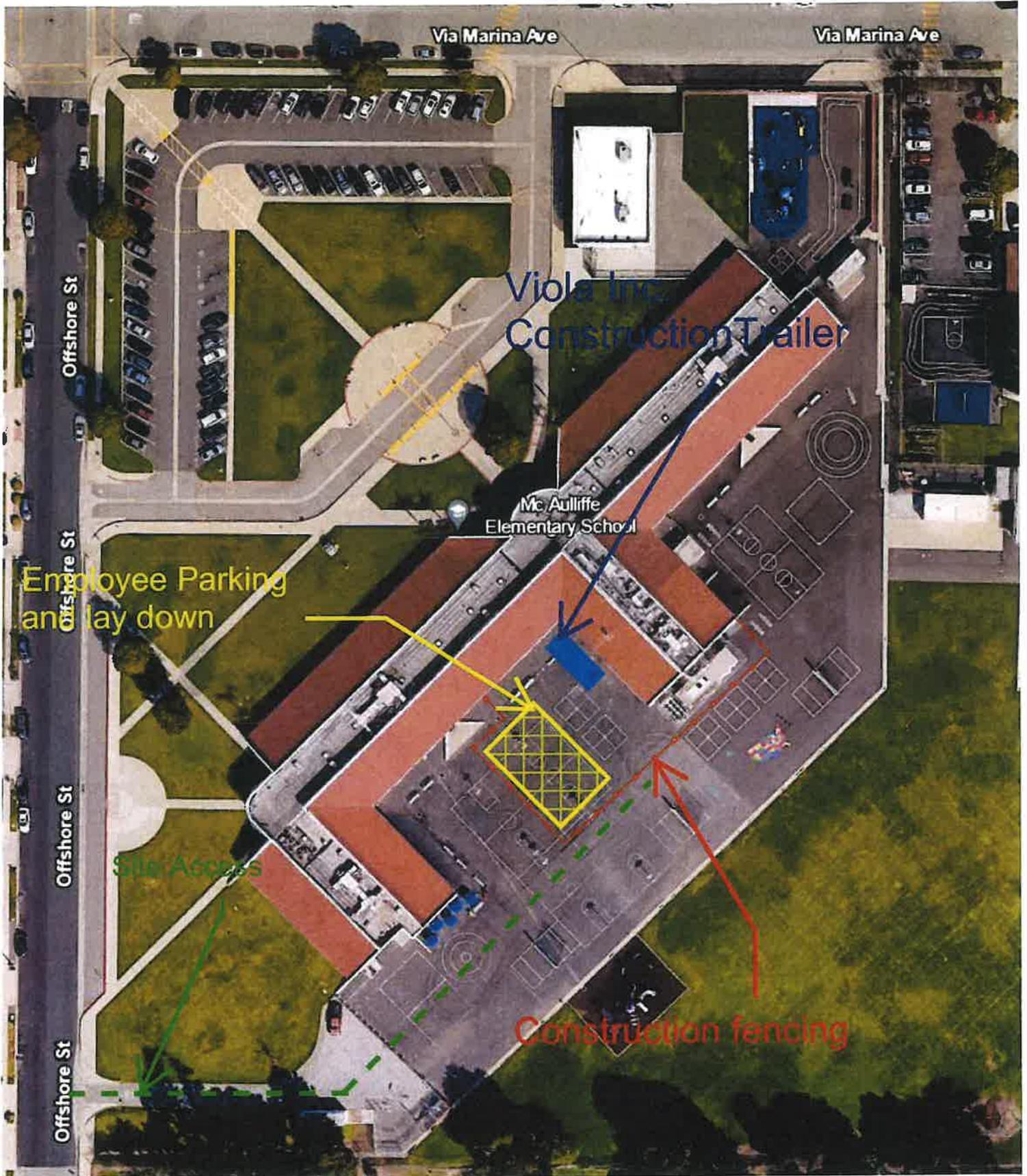
General

- 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
 Milestone
 Links
 Status
 Ahead
 Completed
 Overdue
 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		\$	-	\$ 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

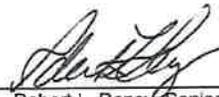
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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	CANCELLATION
Oxnard School District Attn: Purchasing District 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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: October 01, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement #25-137, Certified Education Consultants, Inc. DBA Writing by Design (Fox/Anguiano)

Certified Education Consultants, Inc. DBA Writing by Design will provide a 4-hour, in-person orientation designed for all teachers at Kamala and Driffill Schools to ensure the effective implementation of the Writing by Design (WBD) curriculum. The primary purpose is to prepare educators with the essential knowledge, skills, and tools required to deliver the program with fidelity and align their instruction with district and state writing standards. The orientation is structured to help teachers build confidence and consistency in their practice, ultimately improving student writing proficiency. The focus is on creating a shared understanding of Writing by Design's instructional framework so that students across grade levels benefit from cohesive, high-quality writing instruction.

Our current program does not provide a systematic approach to teaching genre-based writing across the schools, which has been identified as a significant area for growth. Writing by Design addresses this need by providing bilingual resources, structured daily lessons, a consistent K–8 instructional framework, and integrated formative assessments. Data demonstrates measurable gains in students' idea development, organization, and language use, underscoring the program's impact.

Date of Service: October 13, 2025

FISCAL IMPACT:

\$4,500.00 – LCFF Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-137 with Certified Education Consultants, Inc. DBA Writing by Design.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-137, Certified Education Consultants, Inc. DBA Writing by Design \(4 Pages\)](#)
[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
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Scope of Work

In-Person Program Orientation

Date of Service: October 13, 2025

Client: Oxnard School District – Two Participating Schools

Provider: Certified Education Consultants, Inc. dba Writing by Design (“WBD”)

1. Purpose

The purpose of this engagement is to provide a structured, in-person Program Orientation to support successful implementation of the Writing by Design curriculum in two Oxnard School District schools. The orientation will equip participating teachers with the knowledge, skills, and tools necessary to deliver the program with fidelity and to advance student writing proficiency.

2. Scope of Services

WBD shall provide one (1) half-day, in-person professional development session on October 13, 2025. The session will include:

1. **Orientation to Instructional Materials**
 - Guidance on accessing, organizing, and utilizing WBD print and digital resources.
 2. **Overview of Program Fundamentals**
 - Explanation of WBD’s instructional framework and alignment with state and district writing standards.
 3. **Six Traits of Writing**
 - Introduction and application of the Six Traits model as the foundation for effective writing instruction.
 4. **Genre Units of Study**
 - Review of genre-based units with emphasis on building student proficiency across narrative, informational, and opinion/argumentative writing.
 5. **Lesson Design and Delivery**
 - Training on lesson structure, instructional routines, and best practices for classroom implementation.
 6. **Orientation to Grading by Design Online Assessments**
 - Demonstration of online assessments, student progress monitoring, and data use for instructional planning.
 7. **Facilitation of Grade-Level Planning**
 - Collaborative work time for teachers to align instructional goals and plan for initial classroom delivery.
-

3. Deliverables

- One (1) half-day professional development session delivered in person at a site designated by Oxnard School District.
 - Session agenda and materials prepared and provided by WBD.
 - Access to training resources aligned with the orientation topics listed in Section 2.
-

4. Responsibilities

WBD Responsibilities:

- Provide qualified professional development facilitator(s).
- Deliver content as outlined in the Scope of Services.
- Supply electronic and/or printed training materials as applicable.

Client Responsibilities (Oxnard School District):

- Designate training site(s) and provide appropriate meeting space, equipment, and materials (e.g., projector, internet access, seating).
 - Ensure participation of teachers and staff intended to be trained.
 - Communicate logistics and session details to participating staff in advance of the session.
-

5. Alignment with Mission

This professional development supports **Writing by Design's mission**: *to empower school systems to advance writing proficiency with proven-effective curricula and support systems.*

It also directly aligns with **Oxnard School District's mission and strategic pillars — Ignite, Transform, Nurture, and Embrace**:

- **IGNITE** students' passion for learning by cultivating literacy skills that empower self-expression and academic achievement. Writing is positioned as a key driver for sparking curiosity and engagement.
- **TRANSFORM** classroom practices by providing teachers with tools and strategies that honor multilingualism, cultural relevance, and academic rigor. Writing by Design supports differentiated instruction and sets high expectations for all learners.
- **NURTURE** linguistic, cultural, and academic excellence by creating inclusive, supportive writing instruction that validates students' identities while fostering growth across genres and languages.
- **EMBRACE** high-leverage approaches by equipping educators with evidence-based instructional methods, formative assessments, and targeted interventions that ensure students meet or exceed grade-level writing standards.

In addition, the District's strategic plan emphasizes accelerating academic achievement and advancing multilingual proficiency. Writing by Design directly supports these goals by building writing development across content areas and providing teachers with tools to strengthen student performance in both English and multilingual contexts.

6. Timeline

- **October 13, 2025 (AM)**: In-person Program Orientation delivered for two Oxnard schools.

QUOTE

QUOTE NO

#D1679

QUOTE ISSUE DATE

September 11, 2025

SHIP TO

Bertha Anguiano

banguiano@oxnardsd.org

Oxnard School District

United States

+18053851501

BILL TO

Bertha Anguiano

banguiano@oxnardsd.org

Oxnard School District

United States

+18053851501

ITEM	SKU	QTTY	UNIT PRICE	TOTAL
 Program Orientation; In Person [\$4,500]		1	\$ 4,500.00	\$ 4,500.00
			SUB TOTAL :	\$ 4,500.00
			TAX :	\$ 0.00
			TOTAL :	\$ 4,500.00

Terms & Notes

We sincerely appreciate your support to writing proficiency!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-140 – California School Boards Association (DeGenna)

California School Boards Association will provide facilitator Angelena Pride to conduct governance sessions focused on the Governance Handbook and the evaluation of the Superintendent.

Dates of Service: October 9, 2025 through May 13, 2026

FISCAL IMPACT:

Not to Exceed: \$6,660.00 – General Funds

RECOMMENDATION:

It is recommended by the Superintendent, that the Board of Trustees approve Agreement #25-140 with California School Boards Association.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-140, California School Boards Association \(6 Pages\)](#)

OSD AGREEMENT #25-140

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement is made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Oxnard School District hereinafter referred to as “LEA.”

The scope of the Governance Consulting Services (“Services”) provided under this Agreement include training and information related to a governance workshop series as described in greater detail in Attachment A, which is incorporated into this Agreement by reference.

To be eligible for the Services, the LEA must be a member in good standing of CSBA. CSBA and LEA hereby agree as follows:

1. CSBA OBLIGATIONS

1.1 CSBA agrees to provide the Services which may include any of the following:

- a. conduct phone interviews with Participants as deemed appropriate by CSBA and LEA;
- b. conduct the workshops (as described below) on:

1. Governance Handbook

- 10/9/25, 8:30 am – 1 pm

2. Superintendent Evaluation

- 5/13/26, 3:30 pm – 9:00 pm

and not later than June 30, 2026, as agreed to by CSBA and LEA;

- c. provide any course materials as determined necessary for the Services; and
- d. upon completion of the Services, provide summary materials to LEA describing the Services provided.

2. LEA OBLIGATIONS

2.1 LEA agrees to:

- a. ensure attendance by all board members and the superintendent (“Participants”) at the (“Workshops”) which will be directed by CSBA for a duration of (Refer to section 1.1).
- b. provide appropriate facilities and equipment (e.g., projector, screen, white board, etc.) for sessions during the Workshops; and
- c. provide necessary food and refreshments for Participants during the Workshops; and
- d. **notice the Workshops as a public meeting of the Board with the exception of items related to the Superintendent Evaluations which should be noted as closed sessions of the Board.**

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the Services, LEA agrees to pay CSBA a base fee (“Base Fee”) of **\$ 6,660** for multiple days, interviews, and materials. Any additional workshop preparation hours due to rescheduling and/or reprogramming (e.g. additional interviews, additional research, modification to materials, etc.) will require an additional fee (“Additional Fee”) of \$100 per hour. All fees will be described and included in an invoice sent to LEA. The invoice for the Base Fee will be sent to LEA upon completion of the workshops. Invoices for any additional fees will be sent to LEA prior to the workshops and separately from the invoice for the Base Fee.
- 3.2 In addition to the Base Fee and any applicable Additional Fee, LEA agrees to pay reasonable travel expenses such as mileage, hotel costs, and per diem meal and incidental costs of CSBA. The invoice for reimbursement will be sent to LEA with the invoice for the Base Fee.
- 3.3 Payment of all fees is due within 30 days upon receipt of invoice from CSBA.
- 3.4 In the event that LEA cancels the workshop after it is scheduled, any previously applied discount shall be deemed null and void, and subsequent sessions shall be invoiced at \$3,700 for each one-day session, and \$5,500 for each two-day sessions, as applicable. LEA agrees to reimburse CSBA for any travel expenses already incurred up to the time of the cancellation.

3.5 All communication related to payment of fees will be sent to the following LEA contact:

Lydia Lugo Dominguez, Executive Assistant
1051 South A Street
Oxnard, CA 93030
(805) 385-1501

4. CONTRACT TERMINATION

4.1 The terms of the Agreement shall terminate no later than June 30, 2026, or sooner if all provisions have been satisfied.

4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or LEA may terminate this agreement without cause by giving thirty (30) days written notice to the other party.

4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, LEA may terminate this Agreement by giving written notification to CSBA.

4.4 Should LEA default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to LEA.

5. GENERAL PROVISIONS

5.1 Neither party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, pandemics or epidemics, failure of suppliers to perform, government regulations, executive orders, earthquakes, power failures, or other causes beyond the control of that party which render performance by that party impossible or commercially unreasonable.

5.2 All work products including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared, created and/or distributed by CSBA in the scope of performing the Services under this Agreement, or that are reasonably related thereto, are the property of CSBA. LEA shall not have or claim any ownership or proprietary interest in such work product and may only share with a third party with prior written CSBA consent.

5.3 No employer-employee relationship is created by this Agreement and neither party may act as an agent of the other.

5.4 For the purposes of communication between the parties not related to payment, the following shall be the representatives of the parties:

Veronica Robles-Solis Board President Oxnard School District (805) 385-1501	Dr. Ana DeGenna Superintendent Oxnard School District (805) 385-1501	Amy Christianson Chief, Member Services CSBA (916) 669-3293
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5.5 This Agreement will be governed and construed according to the laws of the State of California.

5.6 The terms of this Agreement may be modified only by a written agreement signed by both parties.

5.7 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the Services.

5.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

LEA

BY: _____ DATED: _____

Melissa Reyes, Director of Purchasing

BY:  DATED: 9/18/2025

Dr. Ana DeGenna, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY:  DATED: 9/9/25

Amy Christianson, Chief, Member Services

Attachment A: Governance study session topics

Governance Handbook Workshop

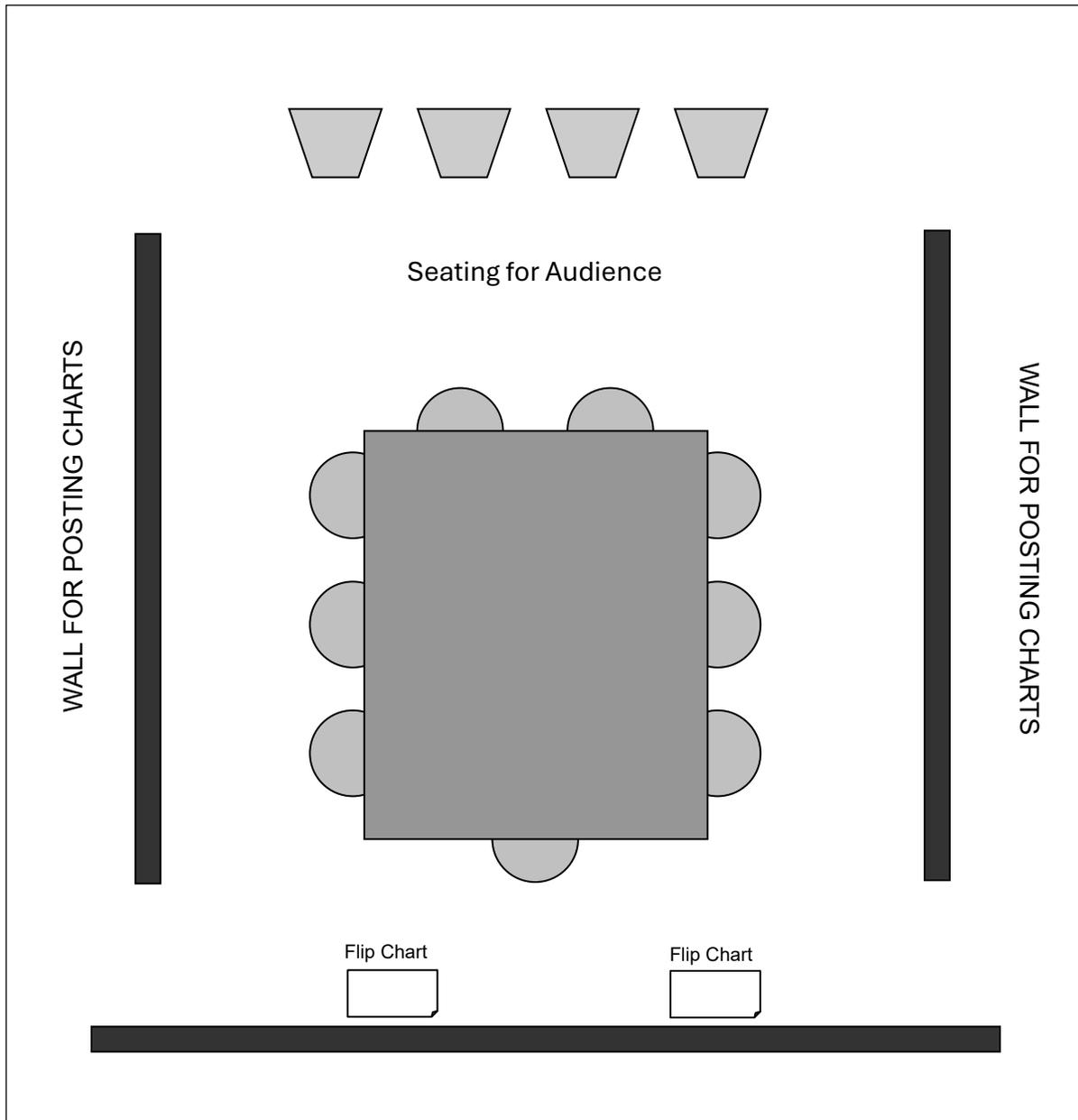
Goal: Review and update the Board Governance Handbook so that all members of the Board are clear with its contents and agree with them.

Objectives: Review and update the Board Governance Handbook.

Superintendent Evaluation Workshop

Goal: To guide and assist the governing board in completing the superintendent's evaluation.

Objectives: To complete the 25/26 evaluation for the superintendent



CSBA Governance Team Workshop Sessions

CSBA governance team study sessions involve considerable brainstorming by participants and extensive recording by the consultant. It is important to have ample wall space for posting charts so that all work is visible to the group throughout the workshop. This enables the group to continue to build on previously stated ideas.

For all governance study sessions held in open session, consideration should be given to seating for any members of the public who might choose to attend.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 01, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #25-139 – HopSkipDrive, Inc. (Pifko/Galván)

HopSkipDrive, Inc. will provide supplemental transportation services upon request during the 2025-2026 fiscal year. These services are available for, but not limited to:

- Foster youth, in compliance with AB 490 and related legislation
- McKinney-Vento students experiencing homelessness, as defined by federal and state law
- Students with disabilities, in accordance with Individualized Education Programs (IEPs) or Section 504 Plans
- General Education students, based on district requirements
- Students affected by city demographics within OSD boundaries

All supplemental transportation services shall be provided in compliance with federal, state, and local regulations, and consistent with District policies and procedures.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$110,000.00 - General Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #25-139 with HopSkipDrive, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-139, HopSkipDrive Inc. \(18 Pages\)](#)



OSD AGREEMENT #25-139

ALTERNATIVE TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement ("Agreement") is made and entered into this October 1, 2025, by and between Oxnard School District (hereinafter referred to as "LEA," "Organization," or "Client") and HopSkipDrive, Inc., (hereinafter referred to as "Provider," "Contractor," or "HopSkipDrive"). LEA and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

PROVIDER.

<u>HopSkipDrive Inc.</u> Provider	<u>844-467-7547</u> Telephone Number
<u>360 E. 2nd Street, Suite 325</u> Street Address	<u>213-896-7258</u> Fax Number
<u>Los Angeles CA 90012</u> City, State, Zip code	<u>abrown@hopskipdrive.com</u> E-mail Address
<u>46-5434204</u> Tax Identification Number	<u>NA</u> License Number (if applicable)

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

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

- 1. **CONDITIONS.** Provider will have no obligation to provide services until LEA returns a signed copy of this Agreement.
- 2. **NATURE OF RELATIONSHIP.**

The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor of the LEA, and not as a partner, coventurer, agent, or employee of LEA, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of LEA or to bind the LEA in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and LEA, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health

Insurance, Pension Plans, or any other benefits normally offered or conveyed to LEA employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

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

4. **SERVICES.** Provider shall provide LEA with the services, which are described on the "Statement of Work" (the "Work" or "Services") attached hereto and incorporated herein by reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule as between LEA and Provider for providing such services and related vehicles. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of LEA, Provider and LEA shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between LEA and Provider whereby the LEA can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. **VEHICLES.** As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the LEA. The LEA requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students

6. **ROUTING AND SCHEDULING.**

- a. Provider will provide transportation coordination services in accordance with Section 5, Services and the Statement of Work.

7. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026. This Agreement may be extended by Amendment or a later signed writing but shall not automatically renew. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement, subject to direction of the LEA as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles.

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

Notwithstanding the foregoing or any provision in this Agreement, Provider shall only bill the LEA for transportation services actually delivered to and received by the LEA including actual driver services, actual costs incurred by Provider for those services and vehicles actually used and for the time used in conformance with LEA direction as to needed transportation services, and adjustments to routes, schedule and utilization as directed by the LEA.

Provider shall send LEA periodic statements indicating Provider's fees incurred and their basis and any current balance owed. The periodic statements shall itemize each date for which transportation services were provided, what services were provided, and for what routes or periods, and charges reflective of actual use as authorized by the LEA. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the LEA.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the LEA within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed and when they were provided. The LEA reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the LEA's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the LEA is disputed, the LEA shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. As part of that process, the Provider shall furnish to LEA full and complete information on the basis for all charges during the period or for the billing in issue.

The rates set forth in "Schedule of Fees" are not set by law but have been negotiated between Provider and LEA.

Notwithstanding the foregoing, the LEA shall not be responsible for payment to Provider for payment for services which are not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by the LEA to be removed in accordance with the provisions of this Agreement.

9. **ASSIGNMENT AND SUBCONTRACTORS.**

- a. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the LEA, which may be withheld by the LEA in its sole and absolute discretion. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.
- b. LEA acknowledges and accepts that Provider will use subcontractors in the performance of this Agreement.

10. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished reports prepared by the Provider under this agreement shall, at the option of the LEA become LEA property. The Provider shall be entitled to receive full compensation for any satisfactory work completed prior to termination of the Agreement.

11. **FORCE MAJEURE.** The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or as otherwise provided in this Agreement. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
12. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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

Oxnard School District
Local Educational Agency

Attn: Rita Galvan

516 W. Wooley Road
Street

Oxnard, CA 93030
City, State, Zip Code

rgalvan@oxnardsd.org
E-mail Address

805-385-1519
Telephone

Hop Skip Drive Inc.
Provider

Attn: Adrienne Brown

360 E. 2nd Street, Suite 200
Street

Los Angeles CA 90012
City, State, Zip Code

abrown(@hopskipdrive.com
E-mail Address

603-508-2548
Telephone

13. **WARRANTY.** Provider hereby warrants to LEA that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from LEA of any breach or failure to do so, Provider shall immediately act to rectify any performance shortfall and conform to the standards outlined in this Agreement.
14. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the LEA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the LEA in the following manner:

- a. A letter outlining the changes shall be forwarded to the LEA by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the LEA and executed by all of the parties before any performance of such services or the LEA shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

15. COMPLIANCE WITH LAWS.

- a. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all applicable local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- b. Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, and vehicles used necessary for completion of the Services described. Licenses and documentation include:
 - 1) Provider shall comply with California Education Code section 39877 (vehicle with a maximum capacity of 10 or fewer persons, including the driver), or California Education Code section 39878 (vehicle with a capacity of more than 10 persons, including the driver) or both as applicable, regarding driver qualifications including, but not limited to:
 - a) Hold a valid California driver's license for the appropriate class of vehicle.
 - b) Be at least 18 years of age.
 - c) Pass a criminal background check, including fingerprint clearance.
 - d) Have a satisfactory driving record.
 - e) Not have demonstrated irrational behavior.
 - f) Not have been convicted of:
 - (1) A sex offense as defined in Section 44010 of the Education Code.
 - (2) A violent felony listed in subdivision (c) of Section 667.5 of the Penal Code, or a serious felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
 - (3) Other offenses listed in subdivision (b) of Section 13370 of the Vehicle Code.
 - g) Participate in the Department of Motor Vehicles' pull-notice system.
 - h) Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code.
 - i) Complete a medical examination not more than two years prior to the driver performing pupil transportation.
 - j) Submit and clear a tuberculosis risk assessment every four (4) years.
 - k) Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.
 - l) Complete initial required driver training and subsequent required training.

- m) Maintain a daily log sheet and complete the daily pre-trip inspection.
- n) Complete training at least equivalent to the American Red Cross first aid training program.
- c. Any vehicle used to provide pupil transportation shall meet both of the following:
 - 1) Be inspected every 12 months, or every 50,000 miles, whichever comes first at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission.
 - 2) Be equipped with a first aid kit and a fire extinguisher.
- d. Provider shall sign and submit Exhibit D, "Attestation" signifying that Provider is compliant with applicable laws.

16. **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.

17. **STUDENT DAMAGE TO VEHICLES.** In the event of damage to vehicle(s) caused by LEA student, Provider shall file a claim with LEA. Provider shall be required to furnish to the LEA documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

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

Indemnifying Party's obligations under this paragraph 18 shall not be limited by Provider's insurance requirements under the Agreement.

The provisions of this paragraph 18 shall survive the termination or expiration of the Agreement and remain in full force and effect.

19. **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. General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of \$5,000,000 per occurrence and \$ 10,000,000 aggregate.

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance provides coverage to the LEA for the actions of the subcontractor and its employees. Provider's insurance would respond to Provider's legal liability arising out of the actions of the subcontractor and its employees.

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

All Vehicles: 15,000,000 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.

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

- d. Other Coverage as Dictated by the LEA. Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation Coverage in the amounts of \$10,000,000 per occurrence and \$10,000,000 aggregate.
- e. Umbrella or Excess Policy. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages hereinafter required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles indemnity and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by LEA whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.
- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- g. All Provider's insurance is primary and will not seek contribution from any other insurance available to the LEA. Provider further hereby waives any and all rights of subrogation that it may have against the LEA. Required endorsements are listed below.
- h. Certificates of Insurance. Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates

of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.

1. Endorsements. Provider's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; shall include the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds by way of blanket endorsement. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 - 1) General Liability: CG 20 26 10 01.
 - 2) Primary, Non-Contributory: CG 20 01 01 13
 - 3) Waiver of Subrogation: CG 24 04 05 09
 - 4) Automobile Liability: CA 20 48 10 13
- J. Provider's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
 - k. Deductibles. Self-Insured Retentions Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement has been declared to and approved by the Ventura County School Self-Funding Authority (VCSSFA). Provider shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs
 - l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.
 - m. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the provider for claims made.
 - n. The procuring of any required policy or policies of insurance shall not be construed to limit Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
 - o. 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 LEA may immediately terminate this Agreement.

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

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

21. **DISPUTE RESOLUTION.**

- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
- b. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- c. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- d. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

22. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.
23. **DOCUMENT RETENTION.** After Provider's services to LEA conclude, Provider shall, upon the LEA's request, deliver all documents for all matter in which Provider has provided services to the LEA, along with any property of the LEA in Provider's possession and/or control. If the LEA does not request LEA's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If LEA does not request delivery of the document(s) for the service before the end of the two (2) year period Provider will have no further

obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the LEA. At any point during the two (2) year period, LEA may request delivery of the document(s).

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

24. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
25. **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.
26. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
27. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
28. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
29. **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.
30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard School District
Local Educational Agency

HopSkipDrive Inc.
Provider

By: _____
Signature

Signature

Melissa Reyes
Name

Joanna McFarland
Name

Director , Purchasing
Title

CEO & Co-Founder
Title

1051 S A Street
Street

360 E. 2nd Street. Suite 200
Street

Oxnard, CA 93030
City, State, Zip Code

Los Angeles CA 90012
City, State, Zip Code

mvreyes@oxnardsd.org
E-mail Address

joanna@hopsk.ipdrive.com
E-mail Address

805-385-1501
Telephone

844-467-7547
Telephone

EXHIBIT A

HOPSKIPDRIVE DESCRIPTION OF SERVICES [(TRANSPORTATION NETWORK COMPANY (TNC))]

Services: During the term of this Agreement, HopSkipDrive will provide transportation coordination services (the “*Services*”) to the Client by arranging transportation by drivers (operating as independent contractors who use the HopSkipDrive Platform) (“*Drivers*”) for certain riders who attend the Client. The Client will subscribe to use HopSkipDrive’s website, mobile and web applications, content, products, and related services (collectively, the “*HopSkipDrive Platform*”), available on a Software-as-a-Service basis, to utilize the Services, subject to any additional terms and conditions applicable to the use of such Platform as may be notified to the Client from time to time.

Platform Account: Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

Ride Requests: HopSkipDrive will coordinate transportation services for routes entered into the HopSkipDrive Platform by the Client 8-hours or more in advance. The Client may modify any route within 2-hours of scheduled pickup time for a ride.

Contacting Caregivers: The Client shall provide HopSkipDrive with accurate contact information for adult parents and legal guardians of the Client’s riders (“*Caregivers*”) and ensure that such Caregivers consent to be contacted by HopSkipDrive, including alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the Services, which may include notifications relating to scheduled rides, trip status updates, use of the HopSkipDrive Platform and schedule adjustments or modifications.

Relationship between the Client and its Caregivers: HopSkipDrive shall contact the Caregivers regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, HopSkipDrive shall contact the Client’s designated emergency contact(s) (as identified during the onboarding process or subsequently modified in writing).

Authorized Users: The Client acknowledges that HopSkipDrive’s Terms of Use specifically indicate that minors are not permitted to use HopSkipDrive user accounts. The Client shall communicate to the Caregivers and their riders that minors are not permitted to use the HopSkipDrive Platform or contact HopSkipDrive’s Customer Support team to request changes to their rides.

Family Educational Rights and Privacy Act: To the extent applicable, the Client hereby designates HopSkipDrive as a “school official” with “legitimate educational interests” in the Client’s records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“**FERPA**”) and its implementing regulations. The parties acknowledge that HopSkipDrive will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. The Client hereby grants permission to HopSkipDrive and independent contractors using the HopSkipDrive Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records.

Warranties: The Client represents and warrants that:

1. It has the right and has obtained the necessary consents to provide Contractor and the Drivers with all of the data and personally identifiable information (“**PII**”) necessary for the purposes contemplated by this Agreement, and hereby grants

- permission to Contractor and the Drivers to process such PII to perform the Services;
2. It will use best efforts to prevent unauthorized access to or use of the Platform and notify Contractor promptly of any such unauthorized use and access;
 3. It is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's Riders; and
 4. It will use the Platform only in accordance with the documentation and applicable laws and regulations.
 5. It has fully reviewed and is familiar with HopSkipDrive Community Guidelines, as amended from time to time (the "**Guidelines**"). Furthermore, it has shared the Guidelines with all individuals responsible for the scheduling of rides and CareGivers of Riders.
 6. No Rider has engaged in or been accused of actions that would violate the Guidelines.
 7. It will not schedule rides for a Rider that does not meet the Guidelines.

Jury Trial Waiver. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ITEM	PRICING
Base Fare	\$50.00 “Base Fare” is a fixed cost per trip mobilization fee.
Per Mile Fee (based on estimated distance)	\$3.25
Minimum Trip Fee	\$60.00
Primary Care Driver Plus (PCD+)	per ride “PCD +”: For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary Care Driver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.
Regulatory Fees	When any taxes, fees, surcharges or other charges are required by applicable local, state or federal regulations or are otherwise imposed by any governmental entity. A current list of regulatory fees can be found at: http://bit.ly/regulatory-fees
Toll Fee	Market Fare
No Show (Rider has not shown up to pick-up location within ten (10) minutes of scheduled pick-up time) or Late Cancel (fewer than two (2) hour notice before scheduled Service)	Full Estimated Ride Fee
Wait Time Fees (billed after ten (10) minutes for rides ultimately completed)	\$10.00
Gas Price Adjustment	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found on the following website: https://www.eia.gov

ADDITIONAL SERVICES

The following additional services (“Additional Services”), may be made available in markets where they are offered by Contractor upon request of Organization. Additional Services may be arranged with Wheelchair Accessible Vehicles, Rider Assistants or Para-Professionals from partner organizations (such organizations are referred to as “CarePartners”) for Riders

with highly specialized requirements. Fees for Additional Services are offered per-service and are in addition to the Fees listed above:

ITEM	PRICING	DESCRIPTION OF SERVICES
Mini-Van	\$30.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are designed to transport up to seven passengers in two or three rows (“ Mini-Vans ”).
Wheelchair Accessible Vehicle	\$55.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are capable of transporting motorized wheelchairs (“ Wheelchair Accessible Vehicles ” or “ WAV ”).
Rider Assistant	\$35.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by another adult in the vehicle (a “ Rider Assistant ”).
Para-Professional	\$45.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by a trained paraprofessional (“ Para-Professional ”).
Safe Ride InSight™	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a camera capable of recording audio and/or video footage of the interior and/or exterior of the vehicle during a ride (“ Safe Ride InSight™ ”).
Forward-Facing Carseat*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a forward-facing carseat.
Seatbelt Buckle Guard*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a seatbelt buckle-guard.
Safety Vest and/or Car Harness*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a safety vest.
<p><i>*Forward-Facing Carseat, Seatbelt Buckle Guard, Safety Vest and/or Car Harness are collectively referred to as (“Equipment”). Organization is responsible for ensuring that each such request is consistent with applicable state, local, or federal guidelines; including, but not limited to, restrictions on height, weight, and/or age for the usage of any Equipment.</i></p>		
RouteWise AI™ (Strategic Routing Services)	As negotiated in the Order Form for RouteWise AI™ (Strategic Routing Services)	RouteWise AI™ Order Forms are subject to and incorporate by reference the SaaS Subscription Agreement (available at https://hopskipdrive.com/hubfs/RouteWiseAI_SaaSAgreement.pdf).

- In-Ride Recordings:** “**Safe Ride InSight™**” is the name of HopSkipDrive’s in-ride recording service. Organization consents to the use of cameras for in-ride recordings, whether through Safe Ride InSight or as may be provided by a CarePartner in conjunction with a WAV ride (“**In-Ride Recordings**”). Organization acknowledges that the In-Ride

EXHIBIT C

HOPSKIPDRIVE PLATFORM LICENSE (SAAS)

Platform License: Subject to all limitations and restrictions contained herein, HopSkipDrive grants the Client and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the HopSkipDrive Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Agreement. In no event will the Client: (i) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the HopSkipDrive Platform; (ii) Modify, translate or create derivative works based on the HopSkipDrive Platform; (iii) Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the HopSkipDrive Platform; (iv) Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the HopSkipDrive Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) Remove or obscure any proprietary notices or labels of HopSkipDrive or any of its third party licensors on the HopSkipDrive Platform.

Platform Ownership: By signing this Agreement, the Client irrevocably acknowledges that, subject to the licenses granted herein, the Client has no ownership interest in the HopSkipDrive Platform, or any related software or other materials provided to the Client. HopSkipDrive owns all right, title, and interest in the HopSkipDrive Platform, and any related software and materials provided to the Client, subject to any limitations associated with intellectual property rights of third parties. HopSkipDrive reserves all rights not specifically granted herein.

Platform Enhancements: The Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback to HopSkipDrive with respect to the HopSkipDrive Platform and Services. HopSkipDrive has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. HopSkipDrive shall own all right, title and interest to any such developments to the HopSkipDrive Platform or Services made by or on behalf of HopSkipDrive in response to any such feedback of the Client.

Unauthorized Use of the Platform: The Client acknowledges that any unauthorized use of the HopSkipDrive Platform will cause irreparable harm and injury to HopSkipDrive for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, the Client further agrees that HopSkipDrive will be entitled to injunctive relief in the event the Client uses the HopSkipDrive Platform in violation of the limited license granted herein or uses the HopSkipDrive Platform in any way not expressly permitted by this Agreement.

Platform Disclaimer: Except as expressly set forth herein, the HopSkipDrive Platform is provided on an "as-is" basis and HopSkipDrive disclaims any and all warranties. except as otherwise expressly provided in this Agreement, HopSkipDrive makes no additional representation or warranty of any kind, whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever. All other express or implied conditions, representations and warranties are hereby excluded to the extent allowed by applicable law. HopSkipDrive expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement. HopSkipDrive does not warrant against interference with the enjoyment of the products or services provided by it. HopSkipDrive does not warrant that the products or services provided are error-free or that operation of such party's products or services will be secure or uninterrupted. The Client will not have the right to make or pass on any representation or warranty on behalf of HopSkipDrive to any third party.

Platform Representations: The Client represents and warrants that: (i) It will use its best efforts to prevent unauthorized access to or use of the HopSkipDrive Platform and notify HopSkipDrive promptly of any such unauthorized use and access; and (ii) It will use the HopSkipDrive Platform only in accordance with the documentation and applicable laws and regulations.

Exhibit D
Attestation

Joanna McFarland
Authorized Agent Name (please Print)

HopSkipDrive
Provider

Pursuant to California Education Code section 39879, I, as Authorized Agent of Provider, declare and attest that the statements below are true and accurate.

- (1) Provider does not have any applicable law violations at the time of applying for the Agreement.
- (2) Provider will maintain compliance with applicable laws for the duration of the Agreement.
- (3) That only drivers who meet the requirements of Section 16, Compliance with Laws, and California Education Code section 39877, work, or will work, under the Agreement between Provider and LEA.
- (4) Provider has on file all the reports and documents required pursuant to Section 16, Compliance with Laws, and California Education Code section 39877, for the duration of the Agreement, including, but not limited to, updated, revised, or modified reports and documents. These reports and documents shall be available for inspection by the LEA or any other state regulatory agency at any time.

DocuSigned by:
Joanna McFarland
Signature

8/8/2025
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-138 Memorandum of Understanding/Side Letter (MOU) with the California School Employees Association, Chapter 272 (CSEA) regarding Anniversary Increments (Carroll)

Background:

- The District and CSEA developed the MOU to clarify practice regarding Anniversary Increments.
- Current CBA/salary schedule language does not fully align with District practice.

Key Points:

- Since 7/1/22, permanent classified employees receive \$111.25/month at the start of the 7th, 10th, 15th, 20th, 25th, and 30th years of service.
- Part-time employees receive prorated amounts based on full-time equivalent (FTE).
- Practice documented to ensure fair treatment of retirees.
- MOU effective through 6/30/26; issue to be addressed in 2025–26 negotiations.
- Subject to CSEA Policy 610 review.

FISCAL IMPACT:

No new fiscal impact; reflects existing District practice.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #25-138, MOU/Side Letter between the District and CSEA regarding Anniversary Increments, as presented.

ADDITIONAL MATERIALS:

Attached: [Anniversary Increment MOU Revision.v2 \(2 pages\)](#)

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
CSEA Anniversary Increments MOU/Side Letter
September 3, 2025

1 This Memorandum of Understanding ("MOU") is entered into by and between the Oxnard School District
2 ("District") and the Classified School Employees Association and its Oxnard Elementary Chapter 272
3 ("Association" or "CSEA"), collectively ("The Parties").

4 Recitals:

- 5 1. The District and the Association have convened to discuss implementing an MOU that details the
6 District's practice regarding the monthly compensation related to Anniversary Increments for full time
7 and part time CSEA employees.
- 8 2. CalPERS notified the District of ambiguous language in the cba related to the monthly paid Anniversary
9 Increments.
- 10 3. The Parties acknowledge that the current language in the collective bargaining agreement and CSEA
11 salary schedule do not specifically align with current District practices related to the monthly paid
12 Anniversary Increments.

13 The Parties agree to the following terms:

- 14 1. The primary purpose of the MOU is to specifically address ambiguity in the collective bargaining
15 agreement and CSEA salary schedule in relation to monthly anniversary increments.
- 16 2. The District and association agree that this issue shall be brought forward during the 2025-26
17 negotiations cycle with the goal of adding/revising contract language that accurately reflects the
18 ongoing practices of the District.
- 19 3. Since at least the 2022-2023 (starting 7/1/22) school year, continuing through the end of the 2025-26
20 school year (6/30/26), the following practice has been in place: **"Anniversary increments in the amount
21 of \$111.25 shall be added to the monthly compensation of all permanent classified employees at the
22 beginning of the 7th, 10th, 15th, 20th, 25th, and 30th years of service. For employees who are less
23 than full-time, this amount shall be prorated according to their FTE. This formula yields the following
24 values, based on full-time employment, which shall be added to the monthly compensation of
25 classified employees."**
- 26 4. The purpose of this MOU/Side Letter is to accurately reflect the practice of applying Anniversary
27 Increments for all full and part time CSEA employees so as to not negatively and unfairly impact CSEA
28 retirees from Oxnard School District.
- 29 5. This MOU shall expire without setting precedent on 6/30/2026 unless both parties mutually agree in
30 writing to extend.
- 31 6. This agreement is subject to CSEA Policy 610 review.

32 Dated this 3rd day of September 2025

33 CSEA:

34 Victor Centeno

Victor Centeno (Sep 24, 2025 14:14:10 PDT)

35 Victor Centeno, Chapter President

36 

38 Jerry Tejada, Vice President

District:



Scott Carroll (Sep 24, 2025 16:05:35 PDT)

Dr. Scott Carroll

Assistant Superintendent, Human Resources

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
CSEA Anniversary Increments MOU/Side Letter
September 3, 2025

39



40

Lisa Towery (Sep 24, 2025 16:01:38 PDT)

41

Lisa Towery, Labor Relations Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to BP/AR 5145.3 Nondiscrimination /Harassment (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Board Policy and Administrative Regulation. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- The policy and regulation will be presented for a second reading and adoption at the October 15, 2025, regular board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policy and regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [REVISED Policy 5145.3 Nondiscrimination Harassment \(11 pages\)](#)
[REVISED Regulation 5145.3 Nondiscrimination Harassment \(17 pages\)](#)

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 09/03/2014 | Last Revised Date: 09/03/2014 | Last Reviewed Date: 10/15/2025

The Board of Trustees desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to district activity or attendance, to acts which occur off campus or outside of district-related or district-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district.

The Board prohibits, at any district school or ~~school~~ activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying ~~of any student, against an individual or group based on the student's actual~~ one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race, color, or ethnicity; ancestry, national origin; color; ethnic group identification, age, religion, marital or parental; nationality; national origin; immigration status, physical or mental disability; sex; sexual orientation; sex stereotypes; gender; gender identity, or gender expression; the religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

~~This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234200, 210.1)~~

~~Prohibited, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)~~

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying ~~includes, may result from~~ physical, verbal, nonverbal, or written conduct based on ~~one~~ any of the categories listed above ~~that~~. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

~~The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.~~

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in district programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension and

expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. ~~He/she shall provide training and~~In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase ~~the school community's~~ understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. ~~He/she~~The Superintendent or designee shall report ~~his/her~~the findings and recommendations to the Board after each review.

Students who engage in

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination related to a district activity, attendance, or district-related or district-sponsored activity, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee may also require the perpetrator to engage in a culturally

sensitive program that promotes racial justice and equity and combats racism and ignorance and regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Ed. Code 17585	School modernization project; all-gender restroom
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for harassment, threats, or intimidation

Ed. Code 48900.5	<u>Suspension; other means of correction</u>
Ed. Code 48904	<u>Liability of parent/guardian for willful student misconduct</u>
Ed. Code 48907	<u>Exercise of free expression; time, place, and manner rules and regulations</u>
Ed. Code 48950	<u>Speech and other communication</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49020-49023	<u>Athletic programs</u>
Ed. Code 49060-49079	<u>Student records</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51500	<u>Prohibited instruction or activity</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 60010	<u>Instructional materials; definition</u>
Ed. Code 60040-60052	<u>Requirements for instructional materials</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12926	<u>Prohibition of discrimination; definitions</u>
Pen. Code 422.55	<u>Definition of hate crime</u>
Pen. Code 422.6	<u>Crimes; harassment</u>
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.107	<u>Nondiscrimination on basis of disability; complaints</u>
29 USC 794	<u>Rehabilitation Act of 1973; Section 504</u>
34 CFR 100.3	<u>Prohibition of discrimination on basis of race, color or national origin</u>
34 CFR 104.7	<u>Section 504; Designation of responsible employee and adoption of grievances procedures</u>
34 CFR 104.8	<u>Notice of Nondiscrimination on the Basis of Handicap</u>
34 CFR 106.1-106.82	<u>Discrimination on the basis of sex; effectuating Title IX</u>
34 CFR 106.30	Discrimination on the basis of sex; definitions
34 CFR 110.25	<u>Prohibition of discrimination based on age</u>

34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, December 2024
California Department of Education Publication	Protection for LGBTQ+ Students: AB 1955
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Students for Fair Admissions v. Harvard (2024) 600 U.S. 181
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024

Federal Register	<u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896</u>
U.S DOE, Office for Civil Rights Publication	<u>Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD (2013) OCR 09-12-1020, DOJ 169-12C-70</u>
U.S. Department of Education Publication	<u>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022</u>
U.S. Department of Education Publication	<u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u>
U.S. DOE, Office for Civil Rights Publication	<u>Frequently Asked Questions About Racial Preferences and Stereotypes Under Title VI of the Civil Rights Act, February 28, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Title VI of the Civil Rights Act in Light of Students For Fair Admissions v. Harvard, February 14, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics, May 2024</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>First Amendment Center</u>
Website	<u>California Interscholastic Federation</u>
Website	<u>California Office of the Attorney General</u>
Website	<u>California Safe Schools Coalition</u>

Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
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4219.23	Unauthorized Release Of Confidential/Privileged Information
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Regulation 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 09/03/2014 | Last Revised Date: 01/21/2015 | Last Reviewed Date:
10/15/2025

The ~~following position~~ district designates the individual(s) identified below as the Compliance Officer(s). The ~~employee(s) is designated Coordinator responsible for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying~~ coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. ~~The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 - Sexual Harassment as the responsible employee to handle complaints alleging unlawful sexual harassment, as permitted by law. The Compliance Officer(s) may be contacted at:~~ (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent, Human Resources
1051 South A Street, Oxnard, CA 93030
(805) 385-1501 Ext 2050
certificatedhr@oxnardsd.org

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or ~~in-school~~ activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and Publicize the district's nondiscrimination policy and related complaint procedures, including the Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications
2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.1, 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, including the following: (Education Code 221.6, 221.61, 234.6)
 - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:
 - i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on OCR's website
 - iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
 - d. A link to the Title IX information included on the California Department of Education's (CDE) website
5. Post CDE's standardized incident form to track racial discrimination, harassment, or hazing that occurs at high school sporting games or events, including information on how to submit a completed incident form to the district (Education Code 33353)
6. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6)

Such resources shall be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)
7. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior
8. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students

The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district

will address any individual student's interests and concerns in private.

9. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

- 4.10. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them

-Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for addressing issues related to transgender and gender-nonconforming all district students.

1. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

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2. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

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3. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

11. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985) Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)

2.12. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3

3.13. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

4.14. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) assistance or resources to protect students' privacy rights and ensure their safety students from threatened or potentially harassing, intimidating, or discriminatory behavior; and ensure their privacy rights

Process for Initiating and Responding to Complaints

~~Any student~~

~~Students~~ who ~~feels~~feel that ~~he/she has~~they have been subjected to unlawful discrimination; ~~harassment, intimidation, or bullying should~~ described above or in district policy are strongly encouraged to immediately contact the Compliance Officer, Title IX Coordinator, ~~the~~ principal, or any other staff member. In addition, ~~any student~~students who ~~observes~~observe any such incident ~~should~~are strongly encouraged to report the incident to the Compliance Officer, Title IX Coordinator, or principal, regardless of whether ~~or not~~ the alleged victim files a complaint.

Any ~~school~~district employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported, shall ~~immediately~~report the incident to the Compliance Officer, Title IX Coordinator, or principal; within one workday, regardless of whether ~~or not~~ the alleged victim files a complaint.

~~Upon receiving a complaint of~~

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal, Compliance Officer, or Title IX Coordinator ~~shall immediately investigate~~, the principal, Compliance Officer, or Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with the district's uniform complaint procedures specified in ARAdministrative Regulation 1312.3 - Uniform Complaint Procedures.

~~Transgender and Gender-Nonconforming Students~~

~~Gender identity means a person's gender-related identity, appearance, or behavior, whether or not or, for complaints of sexual harassment that meet the federal Title IX definition, Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.~~

Any report or complaint alleging unlawful discrimination by the principal, Compliance Officer, Title IX Coordinator, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Support for Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender refers to a student's sex, and includes a student's gender identity and gender expression. (Education Code 210.7)

Gender identity refers to a student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the ~~person's~~ student's physiology or assigned sex at birth.

Gender expression ~~means~~ refers to a ~~person's~~ student's gender-related appearance and behavior, regardless of whether ~~or not~~ stereotypically associated with the ~~person's~~ student's assigned sex at birth. (Education Code 210.7)

Transgender student means

Gender transition refers to the process in which a student ~~whose gender identity or gender expression is different~~ changes from that traditionally associated with ~~living and identifying as~~ the sex assigned ~~sex to the student~~ at birth.

to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming ~~student means~~ refers to when a ~~student whose~~ student's gender expression differs from stereotypical expectations.

To ensure that transgender and gender-nonconforming students

Intersex refers to when a student has natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary refers to when a student's gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Sex refers to the biological condition of being a female or male human being. (5 CCR 4910)

Transgender refers to when a student's gender identity is different from the sex assigned at birth.

The district shall ensure that all students, regardless of sex, gender, gender identity or gender expression, are afforded the same rights, benefits, and protections provided to all students by law and Board policy. To do so, the ~~district~~ Superintendent or designee shall address each situation that arises on a case-by-case basis, and in accordance with the following guidelines:

~~1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior consent, except when the disclosure is otherwise required by law or is necessary to preserve the student's physical or mental well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the Coordinator for Nondiscrimination. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to law or district policy, and shall inform the student that it may be impossible to accommodate the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the Coordinator, the employee shall do so within three school days.~~

~~As appropriate, the Coordinator shall discuss with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. Any decision to disclose the student's status to others shall be based on the student's best interest.~~

~~1. Determining Acceptance of a Student's Gender Identity: The ~~Coordinator~~district shall accept the student's assertion of the student's gender identity and treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose. ~~In such a case, the Coordinator shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.~~~~

~~2. Addressing a Student's Transition Needs: The Coordinator shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Coordinator shall identify specific school-site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.~~

~~2. Accessibility to Sex-segregated Use of Names and Pronouns: Upon request by a student, district personnel shall address the student by the requested name and pronoun(s), without the necessity of a court order or a change to the student's mandatory permanent student record~~

~~Inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or pronouns may not constitute a violation of this administrative regulation or the accompanying Board policy.~~

~~2.3. Accessibility to Sex-Segregated Facilities, Programs, and Activities: ~~The~~When the district ~~may maintain~~maintains sex-segregated facilities, such as restrooms and locker rooms, ~~and/or offers~~ sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. ~~A student, students~~ shall be ~~entitled~~permitted to access facilities and participate in programs and activities consistent with ~~his/her~~their gender identity. ~~In addition~~~~

~~Additionally, a student shall be permitted to participate in accordance with ~~his/her~~the student's gender identity in other circumstances where students are separated by~~

gendersex, such as for class discussions, yearbook pictures, and field trips.

To address any student's privacy concerns in using sex-segregated facilities, the district shall consider offering a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, ain no case shall the district require a student to utilize these options because of the student's sex, gender, gender identify, or gender expression. A student's right to participate in a sex-segregated activity in accordance with his/herthe student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

~~3. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuantAdherence to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.~~

~~4. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.~~

~~3.4. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her the student's gender identity, subject to any dress code adopted on a school site-, which may not discriminate on the basis of sex, gender, gender identity or gender expression~~

~~5. Equal Access to Educational Programs and Activities: Upon request by a student based on the student's gender identity or gender expression, the Compliance Officer shall identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained~~

The Compliance Officer shall consider the rights of all students and how those rights may affect and be affected by the rights of other students. Additionally, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's sex, gender, gender identity, or gender expression so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are providing equal access to programs and activities.

~~6. Right to privacy: A student's sex, gender, gender identity, and gender status is private information~~

The district may only disclose such information to others when the disclosure is permitted by law, with the student's prior written consent, or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

~~7. Student Records: A student's sex and legal name shall be maintained as part of a student's mandatory permanent student record as specified in 5 CCR 432 and shall only be changed~~

with proper documentation (Education Code 49061-49072)

When a request to change a student's gender or name is submitted without proper documentation, any change to the student's gender or name shall be applied only to documents not included in the mandatory permanent student record such as attendance sheets, report cards, and school identification.

The Superintendent or designee shall follow this guideline such that it does not change or alter the obligations of the district to maintain student records in accordance with Board Policy/Administrative Regulation 5125 - Student Records, and to ensure access to such records in accordance with Board Policy/Administrative Regulation 1340 - Access to District Records.

The district prohibits any act of verbal, nonverbal, or physical aggression, intimidation, or hostility, including any such act based on sex, gender, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature, including, but not limited to:

1. Refusing to address or refer to a student in a manner consistent with the student's gender identity
2. Disciplining a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity
3. Blocking, prohibiting, or restricting a student's entry to the restroom that corresponds to the student's gender identity
4. Disclosing student records that reveal a student's gender identity to individuals who do not have a legitimate need for the information except as permitted by law
5. Verbally or physically assaulting a student because of the student's sex, gender, gender identity, or gender expression, including, but not limited to, causing, attempting to cause, threatening to cause, or participating in an act of hate violence on the basis of sex, gender, gender identity, or gender expression

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Civ. Code 1714.1	<u>Liability of parent/guardian for act of willful misconduct by a minor</u>
Ed. Code 17585	<u>School modernization project; all-gender restroom</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 33353	<u>California Interscholastic Federation; standardized incident form</u>
Ed. Code 35292.5	<u>School restrooms; all-gender restrooms</u>
Ed. Code 48900.3	<u>Suspension or expulsion for act of hate violence</u>
Ed. Code 48900.4	<u>Suspension or expulsion for harassment, threats, or intimidation</u>
Ed. Code 48900.5	<u>Suspension; other means of correction</u>
Ed. Code 48904	<u>Liability of parent/guardian for willful student misconduct</u>
Ed. Code 48907	<u>Exercise of free expression; time, place, and manner rules and regulations</u>
Ed. Code 48950	<u>Speech and other communication</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49020-49023	<u>Athletic programs</u>
Ed. Code 49060-49079	<u>Student records</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51500	<u>Prohibited instruction or activity</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 60010	<u>Instructional materials; definition</u>
Ed. Code 60040-60052	<u>Requirements for instructional materials</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12926	<u>Prohibition of discrimination; definitions</u>
Pen. Code 422.55	<u>Definition of hate crime</u>
Pen. Code 422.6	<u>Crimes; harassment</u>
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.30	Discrimination on the basis of sex; definitions
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, December 2024
California Department of Education Publication	Protection for LGBTQ+ Students: AB 1955
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Students for Fair Admissions v. Harvard (2024) 600 U.S. 181
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356

Court Decision	<u>Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567</u>
Court Decision	<u>Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130</u>
CSBA Publication	<u>Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</u>
CSBA Publication	<u>Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</u>
CSBA Publication	<u>Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</u>
Federal Register	<u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896</u>
U.S DOE, Office for Civil Rights Publication	<u>Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD (2013) OCR 09-12-1020, DOJ 169-12C-70</u>
U.S. Department of Education Publication	<u>Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022</u>
U.S. Department of Education Publication	<u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u>
U.S. DOE, Office for Civil Rights Publication	<u>Frequently Asked Questions About Racial Preferences and Stereotypes Under Title VI of the Civil Rights Act, February 28, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Title VI of the Civil Rights Act in Light of Students For Fair Admissions v. Harvard, February 14, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics, May 2024</u>

U.S. DOE, Office for Civil Rights
Publication

[Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023](#)

U.S. DOE, Office for Civil Rights
Publication

[Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[First Amendment Center](#)

Website

[California Interscholastic Federation](#)

Website

[California Office of the Attorney General](#)

Website

[California Safe Schools Coalition](#)

Website

[CSBA](#)

Website

[California Department of Education](#)

Website

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

Code

Description

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Nondiscrimination In District Programs And Activities

0415

Equity

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

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District-Sponsored Social Media

1114

District-Sponsored Social Media

1240

Volunteer Assistance

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Volunteer Assistance

1312.1

Complaints Concerning District Employees

1312.1

Complaints Concerning District Employees

1312.2

Complaints Concerning Instructional Materials

1312.2

Complaints Concerning Instructional Materials

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Complaints Concerning Instructional Materials

1312.3

Uniform Complaint Procedures

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1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
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1313	Civility
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4119.11	Sexual Harassment
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4119.21	Professional Standards
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4119.23	Unauthorized Release Of Confidential/Privileged Information

4131	Staff Development
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.11	Sexual Harassment
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4331	Staff Development
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5111	Admission
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5113.1	Chronic Absence And Truancy
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5113.12	District School Attendance Review Board
5116.2	Involuntary Student Transfers
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5131.2	Bullying
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5132	Dress And Grooming
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5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
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5145.12	Search And Seizure
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5145.7	Sexual Harassment
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5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
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5146	Married/Pregnant/Parenting Students
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
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6145.2	Athletic Competition
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6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
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6163.1	Library Media Centers
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6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7110	Facilities Master Plan

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP/AR 5145.7: Sexual Harassment (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Board Policy and Administrative Regulation. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices.

Key highlights of the update include:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- The policy and regulation will be presented for a second reading and adoption at the October 15, 2025, regular board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policy and regulation for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [REVISED Policy 5145.7_ Sexual Harassment \(8 pages\)](#)
[REVISED Regulation 5145.7_ Sexual Harassment \(9 pages\)](#)

Policy 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 12/14/2022 | Last Reviewed Date: 10/15/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from ~~harassment and~~ discrimination ~~and harassment~~. The Board prohibits, at ~~school~~district or at ~~school~~district-sponsored or ~~school~~district-related activities, sexual harassment, as defined in the accompanying administrative regulation, targeted at any student ~~by anyone. The~~.

Additionally, the Board ~~also~~ prohibits retaliatory behavior or action against any person who reports, files a complaint ~~or~~, testifies about, assists with, or otherwise supports a complainant in alleging sexual harassment, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have ~~been sexually harassed on school~~experienced sexual harassment on district grounds or at a ~~school~~district-sponsored or ~~school~~district-related activity ~~by another student or an adult, or who have experienced, or~~ off-campus ~~sexual harassment that~~when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sexual harassment ~~shall notify by or against a student in a district education program or activity shall report~~ the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint ~~or allegation~~alleging sexual harassment is addressed through ARAdministrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/ARBoard Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. ~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law~~Additionally, the Title IX Coordinator shall ensure that any implementation of ARAdministrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures concurrently meets the requirements of BP/ARBoard Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of ~~the district's sexual harassment~~this policy ~~by disseminating it through parent/guardian notifications, publishing it on in the manner specified in the district's web site, and including it in student and staff handbooks. All~~accompanying administrative regulation.

The Superintendent or designee shall ensure that all district staff shall be trained regarding ~~the~~this policy, and that employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment. (Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.45)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to the harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment ~~complaint~~, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon completion of an investigation of a sexual harassment ~~complaint~~, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

✎

The Superintendent or designee shall maintain records in accordance with law, including in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures, and district policies and regulations, ~~the Superintendent or designee shall maintain a record~~ of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent/guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression

Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student’s sexual orientation, gender identity, or gender expression
Ed. Code 35292.5	School restrooms; all-gender restrooms
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950.1	Sexual harassment training
Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629

Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees

1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1313	Civility
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4231	Staff Development
4317.7	Employment Status Reports

4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment

5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology

Regulation 5145.7: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 12/14/2022 | Last Reviewed Date: 10/15/2025

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. (Education Code 200, 210.2, 220, 221.51, 230, 260; Government Code 11135; 20 USC 1681-1688)

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of ~~school~~district-related or ~~school~~district-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX ~~of the Education Amendments of 1972~~, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 – Title IX Sexual Harassment Complaint Procedures. The individual shall also serve as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures. and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator(s) may be contacted at:

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Assistant Superintendent, Human Resources
1051 South A Street
Oxnard, California 93030
(805) 385.1501 Extension 2050
certificatedhr@oxnardsd.org

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

~~A~~The Superintendent or designee shall ensure that a copy of the district's sexual harassment policy and regulation ~~shall~~:

1. Bes included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Bes displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Bes summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each school

~~—~~The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report ~~a charge of~~ sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Bes posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's ~~web site~~website in a manner that is easily accessible to parents/guardians and students ~~—~~(Education Code 234.6; 34 CFR 106.8)
5. Bes provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. ~~Appear~~Appears in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

- ~~1. —Be included, along with the name or title~~Reports and ~~contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)~~

~~The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)~~

Reporting Complaints

A student or a student's parent/(s)/guardian(s) who believes that the student has been subjected to sexual harassment ~~by another student, an employee, or a third party~~ in a district program or activity or who has witnessed sexual harassment is strongly encouraged to report the incident to the district's Title IX Coordinator, a teacher, the principal, ~~the district's Title IX Coordinator~~, or any other available school employee. Within one school day/workday of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment ~~involving a student~~ shall, within one school day/workday, report the observation to the ~~principal or~~ Title IX Coordinator. ~~as specified in the accompanying Board policy.~~ The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints ~~and allegations of alleging~~ sexual harassment ~~by and~~ against students in the school setting shall be investigated and resolved in accordance with law and district procedures. The district's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 432

Description

[Student records](#)

5 CCR 4600-4670

Uniform complaint procedures

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<u>Liability of parent/guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	No requirement to disclose information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 35292.5	<u>School restrooms; all-gender restrooms</u>
Ed. Code 48900	<u>Grounds for suspension or expulsion</u>
Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>
Ed. Code 48904	<u>Liability of parent/guardian for willful student misconduct</u>
Ed. Code 48980	<u>Parent/Guardian notifications</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49060-49079	<u>Student records</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Federal	Description
20 USC 1092	<u>Definition of sexual assault</u>
20 USC 1221	<u>Application of laws</u>
20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex

34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education

Website

[CSBA](#)

Website

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1313	Civility
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures

4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4231	Staff Development
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention

5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to AR/Exhibit 5145.71: Title IX Sexual Harassment Complaint Procedures (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Administrative Regulation and Exhibit. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices.

Key highlights of the update include:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.
- **The regulation and exhibit will be presented for a second reading and adoption at the October 15, 2025, regular board meeting.**

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached regulation and exhibition for first reading, as presented.

ADDITIONAL MATERIALS:

- Attached:** [REVISED Regulation 5145.71_ Title IX Sexual Harassment Complaint Procedures \(20 pages\)](#)
[REVISED Exhibit 5145.71-E\(1\)_ Title IX Sexual Harassment Complaint Procedures \(6 pages\)](#)

Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 05/21/2025 | Last Revised Date: 05/21/2025 | Last Reviewed Date:
10/15/2025

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a ~~district~~ student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct on or after August 1, 2024, including, but not limited to,
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that is under the authority of the district, that constitutes sex discrimination, including sex-it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based harassment. For on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based August 14, 2020, the Title IX Coordinator shall consult with district legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment, occurred, so long as they are brought by or on behalf of students shall be investigated and resolved in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Board Policy/Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment 1312.3 - Uniform Complaint Procedures. The determination over which process shall be used to investigate and resolve a complaint shall be made by the district's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably

1. Ensure that the Title IX Coordinator or designee Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the district's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness

- 1.3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, or any person that facilitates an informal resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee, and that such individuals receive training in accordance with 34 CFR 106.45

- 2.4. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, conduct until a determination regarding responsibility is made at the conclusion of the grievance procedures process

2. Establish Include reasonably prompt timeframes for the major stages conclusion of the grievance process, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the district

The district's procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any.

- 3.5. Establish shall also include a process that allows for the reasonable temporary delay of the grievance procedures or the limited extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

~~Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)~~

~~If either party is a student with a disability, the Title IX Coordinator or designee shall consult with~~

one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information from an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an information resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
-
2. The victim's reasonable safety concerns regarding initiation of a complaint
-
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
-
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
-
5. The age and relationship of the parties, including whether the respondent is an employee of the district
-
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
-
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
-
8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

6. If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint Describe the range of, or list, the possible disciplinary sanctions and remedies that the district may implement following any determination of responsibility

7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment

8. Include the procedures and permissible bases for the complainant and respondent to appeal

9. Describe the range of supportive measures available to complainants and respondents

10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the district shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in Administrative Regulation 5145.7 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

If the district has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim ~~notice of the complaint, as well as other~~

notices as required by the Title IX regulations at specific points in the complaint process.

~~The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)~~

~~The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)~~

Supportive Measures

Upon receipt of a report of Title IX ~~sex discrimination or sex-based~~sexual harassment, the Title IX Coordinator ~~or designee~~ shall ~~offer~~promptly contact the complainant to discuss the availability of supportive measures and ~~coordinate~~shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures ~~may vary depending on what the district determines to be~~ shall be offered as appropriate, as reasonably available, and ~~shall not unreasonably burden either~~ without charge to the complainant or the respondent. ~~Supportive before or after the filing of a formal complaint or even if no formal complaint has been filed. Such~~ measures shall be ~~provided without charging a fee to the complainant or respondent~~ nondisciplinary, nonpunitive, and be designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of the complainant, respondent, ~~and all parties or~~ the district's educational environment, ~~and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons, or to deter sexual harassment.~~ Supportive measures may include, but are not limited to, counseling; extensions of deadlines and/or other course-related adjustments; ~~changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative;~~ campus escort services; modifications of work or class schedules; campus escort services; mutual restrictions on contact; changes in classwork or housing locations; leaves of absence; increased security; and monitoring of certain areas of the campus; ~~and, training and education programs related to sex-based harassment.~~ (34 CFR 106.230, 106.44)

~~Unless there is an allegation of sex-based harassment or retaliation, the~~The district ~~may provide~~shall maintain as confidential any supportive measures ~~without altering the alleged discriminatory conduct.~~ (34 CFR 106.44)

~~Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with~~ provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures, ~~or modify or terminate such measures, as appropriate.~~ (34 CFR 106.44)

~~The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)~~

~~The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44. 34 CFR 106.30)~~

Emergency Removal from School

~~A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, if a student is the respondent, the district may remove the student from the district's education program or activity on an emergency basis, ~~the district may remove a student from the district's education program or activity,~~ provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~imminent and serious~~immediate threat to the physical health or safety of ~~a complainant or~~ any student, ~~employee,~~ or other individual arising from the allegations, and provides the ~~respondent~~student with notice and an opportunity to challenge the decision immediately following the removal. ~~This~~Any such removal may not constitute discipline for student record purposes or Board Policy 5144 - Discipline. Additionally, this authority to remove a student does not modify a student's rights under the ~~IDEA~~Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)~~

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator ~~or designee may shall~~ dismiss a formal complaint if: ~~(34 CFR 106.45)~~

- ~~1. The district is unable to identify the respondent after taking reasonable steps to do so~~
- ~~2. The respondent is not participating in the district's education program or activity and is not employed by the district~~
- ~~3. The district determines that the alleged conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based sexual harassment, under Title IX~~

~~Before dismissing the complaint as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall make reasonable efforts to clarify dismiss a formal complaint in which the alleged conduct did not occur in the allegations with district's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant:~~

~~4. The notifies the district in writing that the complainant voluntarily withdraws would like to withdraw the complaint or any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven~~

~~The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within ten (10) school calendar days, unless such timeline is extended in accordance with this administrative regulation.~~

~~respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~

~~Upon dismissal, the Title IX Coordinator shall promptly notify the complainant send written notice of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, the parties, and shall inform them of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)~~

- ~~1. A procedural irregularity that would change the outcome~~
-
- ~~2. New evidence that would change the outcome and that was not reasonably available when dismissal was made~~
-
- ~~3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome~~

~~If the dismissal is appealed, the district shall: (34 CFR 106.45)~~

- ~~1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent~~
-
- ~~2. Implement in accordance with the appeal procedures equally for the parties~~
-
- ~~3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint~~
-
- ~~4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations~~
-
- ~~5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome~~
-
- ~~6. Notify the parties of the result of the appeal and the rationale for the result~~

~~If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity, described in the section "Appeals" below. (34 CFR 106.45)~~

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable.

Informal Resolution Process

~~At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, When a formal complaint of sexual harassment is filed the district may offer an informal resolution process, such as mediation, ~~to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law.~~ (34 CFR 106.44)~~

~~at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)~~

The district shall not require ~~or pressure~~ a party to participate in the informal resolution process, or to waive the right to an investigation and ~~determination~~ adjudication of a formal complaint, ~~including that the district shall not require such waiver~~ as a condition of ~~participation in the district's education program enrollment or activity, employment or exercise~~ continuing enrollment or employment. (34 CFR 106.45)

~~As part of any other right. The district may decline to offer an informal resolution ~~process including, but not limited to, when, the district determines that the alleged conduct would present a future risk of harm to others.~~ (34 CFR 106.44) parties may agree upon discipline such as suspension or expulsion without the need for an investigation.~~

The district may facilitate an informal resolution process provided that the district, ~~prior to initiating such process:~~ (34 CFR 106.445)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process; ~~the inability at any time prior to initiate or resume complaint procedures arising~~ agreeing to a resolution; and any consequences resulting from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution

~~agreement, including that the agreement would only be binding on the parties; and the information that the district records will maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed be maintained or could be shared~~

2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

~~The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)~~

~~If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)~~

Notice of Allegations

~~If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)~~

Written Notice

~~If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)~~

1. The district's complaint process, including any informal resolution process
2. ~~Sufficient information, available~~The allegations potentially constituting sexual harassment with sufficient details known at the time, ~~to allow parties to respond to the allegations, including, to the extent available,~~ the identity of parties involved in the incident(s), if known, the conduct allegedly constituting ~~sex discrimination, including sex-based~~sexual harassment, and the date(s) and location(s) of the alleged incident if known

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview. If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

- ~~1. A statement that retaliation is prohibited~~
- ~~3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process~~
- ~~4. The opportunity for the parties are entitled to have an equal opportunity advisor of their choice who may be, but is not required to access the relevant and not otherwise impermissible, an attorney, and the ability to inspect and review evidence~~

~~3.5. The prohibition against knowingly making false statements or an accurate description of such evidence, as specified, knowingly submitting false information during the complaint process~~

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator ~~or designee~~.

Consolidation of Complaints

~~The~~When the allegations of sexual harassment arise out of the same facts or circumstances, the district may consolidate formal complaints ~~of sex discrimination, including sex-based~~alleging sexual harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, ~~when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances.~~ (34 CFR 106.45)

Investigation Procedures

~~The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)~~

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

~~1. 1.—Provide an equal opportunity for the parties to present fact witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence ~~that is~~~~

~~1.2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant ~~and not otherwise impermissible~~ evidence~~

~~1. 2.— Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance~~

~~2. 3.— Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:~~

~~a.— Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence~~

~~If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.~~

~~b.— Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence~~

- ~~c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures~~
 -
- ~~3. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures~~
 -
- ~~4. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness~~
 -
- ~~5. Exclude as impermissible the following types of evidence, and questions seeking that evidence:~~
 -
 - ~~a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege~~
 -
 - ~~b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures~~
 -
- 3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
 -
- 4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
 -
- 5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
 -
- 6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the district does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
 -
- 7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
 -
- 8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the

investigative report in an electronic format or a hard copy, for their review and written response

~~e.—Questions and evidence about the complainant's prior sexual conduct is sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged conduct by the complainant or is if the questions and evidence about concern specific incidents of the complainant's prior sexual conduct behavior with respect to the respondent that is and are offered to prove consent to the alleged sex-based harassment~~

~~The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45).~~

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

~~The investigator shall complete the investigation within sixty (60) school calendar days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.~~

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who ~~may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias.~~ (34 CFR 106.45)

~~Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)~~

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Use the preponderance/identification of the evidence standard of proof to determine whether sex discrimination, including sex-based allegations potentially constituting sexual harassment, has occurred
-
1. Notify the parties as defined in writing of the 34 CFR 106.30
-
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
-
3. Findings of fact supporting the determination of whether sex discrimination
-
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
-
- 4.5. A statement of, and rationale for, the result as to each allegation, including sex-based harassment, occurred a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
-
6. The notification shall include the rationale for such determination and the district's procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

~~An appeal shall be issued filed in writing within fifteen (15) school 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after the investigation is completed, unless such time is extended in accordance with this administrative regulation.~~

Appeal of the Decision

~~Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)~~

~~When conducting an appeal, the district deadline are not timely and shall permit a final appeal to the Governing Board using a process that is in accordance with law and otherwise consistent with the appeal process as specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures not be considered.~~

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

~~Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)~~

Remedies

~~When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to~~

~~the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)~~

Corrective/Disciplinary Actions

~~The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until~~

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district may impose disciplinary sanctions or other actions after the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. ~~After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion.~~ in accordance with Board Policy and Administrative Regulation 5144.1 - Suspension/Expulsion and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities). (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for ~~sex discrimination and/or sex-based~~sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. ~~Parent~~Conference with parent/guardian ~~conference~~
3. ~~Education of~~Educating the student regarding the impact of the student's conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed ~~sex discrimination, including sex-based~~sexual harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

~~The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)~~

Record-Keeping

The Superintendent or designee shall maintain, for ~~at least~~ a period of seven years: (34 CFR 106.45)

- ~~1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures~~
- ~~2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented~~
- ~~1. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom~~
- ~~2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances~~
- ~~1.3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process~~

The district shall make such training materials publicly available on its website, or if the district does not maintain a website, available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil ~~Procedure 340~~Procedure 340.1)

1. A record of the allegation(s)
2. A record of the investigation procedures followed
3. A record of the written determination

4. A record of the corrective action implemented, if any
5. A record of any appeals and the outcome of the same
6. All training materials addressing the prohibition and investigation of childhood sexual assault

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the district's coverage for acts of sexual assault.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	<u>Liability of parent/guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 48900	<u>Grounds for suspension or expulsion</u>
Ed. Code 48900.2	<u>Additional grounds for suspension or expulsion; sexual harassment</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Gov. Code 12950.1	<u>Sexual harassment training</u>
Federal	Description
20 USC 1092	<u>Definition of sexual assault</u>
20 USC 1221	<u>Application of laws</u>
20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.1-106.82	<u>Nondiscrimination on the basis of sex in education programs or activities</u>
34 CFR 99.1-99.67	<u>Family Educational Rights and Privacy</u>

34 USC 12291	Definition of dating violence, domestic violence, and stalking
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Gebser v. Lago Vista Independent School District (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
U.S. DOJ, FBI Publication	National Incident-Based Reporting System
Website	U.S. Department of Justice, Federal Bureau of Investigation
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1312.3	Uniform Complaint Procedures
1313	Civility
3552	Summer Meal Program
3552	Summer Meal Program
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures

4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
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5030	Student Wellness
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Exhibit 5145.71-E(1): Title IX Sexual Harassment Complaint Procedures Status: ADOPTED

Original Adopted Date: 05/21/2025 | **Last Revised Date:** 05/21/2025 | **Last Reviewed Date:** 10/15/2025

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

~~The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels, and their parents/guardians or other authorized legal representative:~~

~~The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment.~~ The district shall not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to admission and employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district ~~is required, as specified in Title IX, to~~ shall take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The ~~district has designated and authorized the~~ following employee ~~(s)~~ serves as the district's Title IX Coordinator ~~to address and is responsible for addressing~~ concerns or inquiries regarding discrimination on the basis of sex, including ~~sex-based~~ sexual harassment:

Assistant Superintendent, Human Resources

(name and/or title/position)

1051 S. A Street, Oxnard, California 93030

(address)

805.385.1501 ext. 2050

(telephone number)

certificatedhr@oxnardsd.org

(email address)

Any individual may report sex discrimination, including ~~sex-based~~ sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sex harassment, including sex-based~~ sexual harassment, the Title IX Coordinator ~~will~~ shall promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on ~~sex discrimination, including sex-based~~ sexual harassment, including the grievance process that complies

with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - ~~Sex Discrimination and Sex-Based~~Sexual Harassment and Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures on the district's website link at <https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=36030628>.

To inspect or obtain a copy of the district's ~~sex discrimination and sex-based~~sexual harassment policies and administrative regulations, please contact: - **Administrative Assistant, Superintendent's Office**, at (805) 385-1501, 1051 S. A Street, Oxnard, CA 93030 or at certificatedhr@oxnardsd.org.

Materials used to train ~~employees;~~ the Title IX Coordinator; investigator(s), ~~decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures;~~decisionmakers, and any person(s) who facilitates an informal resolution process; are also publicly available at on the district's website or at the district office upon request.

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Website	U.S. Department of Justice, Federal Bureau of Investigation
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Website	U.S. Department of Education, Office for Civil Rights

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5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams

6164.6

Identification And Education Under Section 504

6164.6

Identification And Education Under Section 504

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – BP/AR 1240: Volunteer Assistance (Revised) (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy and the accompanying administrative regulation have undergone a comprehensive update. These updates are intended to ensure that the district’s governance framework remains current, legally compliant, and aligned with best practices.

The updated policy and regulation incorporate new statutory language, which is identified in red underline for ease of review. Outdated or superseded provisions have been removed, with deletions shown in red strikethrough formatting. Beyond legal compliance, the revisions were carefully crafted to reduce unnecessary administrative complexity and eliminate barriers for parents and families. This reflects the district’s ongoing commitment to streamlining processes, improving accessibility, and ensuring that policies do not create burdensome “red tape” that could hinder meaningful parent engagement.

Additionally, the revised policy outlines the district’s commitment to engaging volunteers as partners in supporting student learning and school programs. To strengthen expectations for professional conduct and provide clear accountability, staff recommends adding language clarifying that volunteers are subject to the same standards as employees and that complaints will be investigated and resolved by the Superintendent or designee.

The policy and regulation were previously pulled from the September 17, 2025 Board meeting agenda in order to incorporate this additional language. The revisions presented today include the blue language previously submitted and reviewed on September 3, 2025, along with the new language shown in red underline.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the proposed policy and regulation updates as presented, recognizing that these changes both align with current law and reflect an intentional effort to make district policies more parent-friendly and responsive to the needs of our community.

ADDITIONAL MATERIALS:

Attached: [Revised Policy 1240 Volunteer Assistance \(7 pages\)](#)

Revised Regulation 1240 Volunteer Assistance (9 pages)

Policy 1240: Volunteer Assistance

Status: ADOPTED

Original Adopted Date: 03/01/2010 | Last Revised Date: 12/01/2014 | Last Reviewed Date:
10/01/2025

The Board of Trustees recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940).

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer ~~maintenance~~ work shall be limited to those projects that do not replace the normal ~~maintenance~~ duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, ~~do not significantly increase maintenance workloads,~~ and comply with employee negotiated agreements ~~(See CSEA Collective Bargaining Agreement, Article 23).~~

~~Volunteer aides.~~

~~The Superintendent or designee shall not be used to assist certificated staff in performing teaching or establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative responsibilities in place regulation for the types of regularly authorized classified employees who have been laid off. (Education Code 35021)~~

~~duties they will perform.~~

Volunteers shall act in accordance with district policies, regulations, and school rules. **The Board affirms that volunteers are subject to the same standards of conduct as district employees while performing their duties. Volunteers are expected to conduct themselves in a professional manner that promotes respect, safety, and a positive educational environment.**

The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers, including allegations of misconduct, harassment, or failure to adhere to district standards.

-

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

Workers' Compensation Insurance

The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.

Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers' compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)

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Qualifications

~~The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.~~

~~A volunteer who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 1, 2010 shall have satisfied this requirement. (Education Code 49024)~~

-Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101170	<u>Criminal record clearance</u>
22 CCR 101216	<u>Health screening; volunteers in child care centers</u>
Ed. Code 35021	<u>Volunteer aides</u>
Ed. Code 35021.1	<u>Automated records check</u>
Ed. Code 35021.3	<u>Registry of volunteers for before/after school programs</u>
Ed. Code 44010	<u>Sex offense; definition</u>

Ed. Code 44814-44815	<u>Supervision of students during lunch and other nutrition periods</u>
Ed. Code 45125	<u>Fingerprinting requirements</u>
Ed. Code 45125.01	<u>Interagency agreements for criminal record information</u>
Ed. Code 45340-45349	<u>Instructional aides</u>
Ed. Code 45360-45367	<u>Teacher aides</u>
Ed. Code 48981	<u>Parental notifications</u>
Ed. Code 49024	<u>Activity Supervisor Clearance Certificate</u>
Ed. Code 49406	<u>TB risk assessment</u>
Ed. Code 8482-8484.6	<u>After School Education and Safety Program</u>
Ed. Code 8484.7-8484.9	<u>21st Century Community Learning Center program</u>
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>
Gov. Code 3543.5	<u>Prohibited interference with employees' rights</u>
H&S Code 1596.7995	<u>Immunization requirements for volunteers in child care center or preschool</u>
H&S Code 1596.871	<u>Fingerprints of individuals in contact with child day care facility clients</u>
Lab. Code 1720.4	<u>Public works; exclusion of volunteers from prevailing wage law</u>
Lab. Code 3352	<u>Workers' compensation; definitions</u>
Lab. Code 3364.5	<u>Authority to provide workers' compensation insurance for volunteers</u>
Pen. Code 290	<u>Registration of sex offenders</u>
Pen. Code 290.4	<u>Information regarding sex offenders</u>
Pen. Code 290.95	<u>Disclosure by person required to register as sex offender</u>
Pen. Code 626.81	<u>Sex offender; permission to volunteer at school</u>
Management Resources	Description
PERB Decision	<u>Whisman Elementary School District (1991) PERB Decision No. 868</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Justice, Megan's Law</u>

Website	California Department of Education, Parents/Family and Community
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California State Parent Teacher Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1000	Concepts And Roles
1100	Communication With The Public
1150	Commendations And Awards
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3541.1	Transportation For School-Related Trips

3541.1-E(1)	<u>Transportation For School-Related Trips</u>
3541.1-E(2)	<u>Transportation For School-Related Trips</u>
3543	<u>Transportation Safety And Emergencies</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4112.4	<u>Health Examinations</u>
4112.5	<u>Criminal Record Check</u>
4112.5-E(1)	<u>Criminal Record Check</u>
4127	<u>Temporary Athletic Team Coaches</u>
4127	<u>Temporary Athletic Team Coaches</u>
4131	<u>Staff Development</u>
4141	<u>Collective Bargaining Agreement</u>
4157.1	<u>Work-Related Injuries</u>
4212	<u>Appointment And Conditions Of Employment</u>
4212.4	<u>Health Examinations</u>
4212.5	<u>Criminal Record Check</u>
4212.5-E(1)	<u>Criminal Record Check</u>
4217.3	<u>Layoff/Rehire</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4227	<u>Temporary Athletic Team Coaches</u>
4227	<u>Temporary Athletic Team Coaches</u>
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4241	<u>Collective Bargaining Agreement</u>
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4312.4	<u>Health Examinations</u>
4312.5	<u>Criminal Record Check</u>
4312.5-E(1)	<u>Criminal Record Check</u>
4327	<u>Temporary Athletic Team Coaches</u>
4327	<u>Temporary Athletic Team Coaches</u>

4331	<u>Staff Development</u>
4357.1	<u>Work-Related Injuries</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.52	<u>Suicide Prevention</u>
5141.52	<u>Suicide Prevention</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6116	<u>Classroom Interruptions</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>

6154	<u>Homework/Makeup Work</u>
6163.1	<u>Library Media Centers</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
7140	<u>Architectural And Engineering Services</u>
7140	<u>Architectural And Engineering Services</u>
9200	<u>Limits Of Board Member Authority</u>

Regulation 1240: Volunteer Assistance

Status: ADOPTED

Original Adopted Date: 03/01/2010 | Last Revised Date: 12/01/2014 | Last Reviewed Date: 09/17/2025

Duties of Volunteers

~~Volunteers~~

~~The Superintendent or designee may assist assign volunteers to:~~

- ~~1. Assist~~ certificated personnel in the performance of their duties, ~~including~~ in the supervision of students, and in ~~the performance of~~ instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. ~~These duties shall not include assignment of grades to students.~~ (Education Code ~~35021, 45343, 45344, 45349~~)
- ~~Volunteers may supervise students during lunch, breakfast, or other nutritional periods or may serve~~ Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

~~In addition to the above, examples of volunteer duties may include, but are not limited to:~~

- ~~• Fundraising Activities~~
- ~~• Assisting on Field Trips~~
- ~~• Assisting with Classroom Attendance Incentives~~
- ~~• Assisting with the Student Store~~
- ~~• Assisting on Health and Fitness Days~~
- ~~• Reading to Students~~
- ~~• Assisting Classroom Teachers in School Libraries and/or Computer Labs~~
- ~~• Assist Students with Cutting, Gluing, etc.~~
- ~~• Assist Teachers with Laminating or Copying~~
- ~~• Participate in Scholastic Book Orders/Box Tops~~
- ~~• Coaching After School~~

~~• Assist with Judging Science Fairs, Spelling Bees, etc.~~

-

~~• Assist with Family Night~~

-

~~• Assist with Art Projects~~

-

~~• Participate in Career Day~~

-

~~• Assist Students with Opening Food Containers~~

-

~~• Participate as a Guest Speaker or Expert~~

-

~~• Place Extra-Curricular Materials in School Mail Boxes with Permission of Principal~~

-

~~• Posting Art on School Bulletin Boards~~

-

~~3. Volunteers may work Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)~~

-

~~3.4. Work on short-term facilities projects pursuant to Board policy and the section below entitled "Volunteer Facilities Projects:"~~

~~5. Perform other duties in support of district or school operations as approved by the Superintendent or designee~~

~~• Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)~~

Basic Skills Proficiency Requirement

~~Volunteers are prohibited from engaging in the following:~~

-

~~• Providing Direct Instruction to Students~~

-

~~• Working alone with Student(s)~~

-

~~• Participate in Work that Supplants Work from District Staff~~

-

~~• Working in the School Office~~

-

~~• Transport Students in Personal Vehicles~~

-

~~• Provide Translating Services~~

-

~~• Work Alone in School Library or Computer Lab~~

-

~~• Hanging Items on the Ceiling~~

Qualifications

~~Volunteers providing supervision who supervise or provide instruction of~~ students pursuant to Education Code 45349 shall ~~give~~ submit evidence of basic skills proficiency ~~to the Superintendent or designee.~~ (Education Code 45344.5, 45349)

~~Any~~

Criminal Background Check

~~Prior to assuming a~~ volunteer ~~position~~ working with students in a district-sponsored student activity program, ~~a volunteer~~ shall obtain fingerprint clearance through the Department of Justice and Federal Bureau of Investigation. ~~At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate or criminal background check in accordance with Board policy. The Superintendent or designee shall determine which volunteer positions in the district are subject to this requirement.~~

~~"Student from the Commission on Teacher Credentialing. Student~~ activity programs" include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. ~~This~~(Education Code 49024)

~~The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.~~

~~The criminal background check~~ requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

Registered Sex Offenders

The Superintendent or designee ~~may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.~~

~~The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall not assign any~~notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 ~~as a volunteer who assists~~has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)

~~However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist~~ certificated personnel in the performance of their duties; ~~supervises~~supervise students during lunch, breakfast, or other nutritional period; or ~~serve~~serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and

in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

~~The Superintendent or designee may require all volunteers to disclose their status as a registered sex offender and/or provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.~~

~~No~~

Tuberculosis Assessment/Examination

~~Upon initial volunteer assignment, a volunteer shall be assigned to supervise or instruct students unless have on file with the school a certificate showing that he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active to a tuberculosis. Volunteers who test negative shall thereafter be required to take a risk assessment and, if tuberculosis test every four years in accordance with risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406. (Education Code 45106, 45347, 45349, 49406)~~

~~)~~

The Superintendent or designee may exempt from the tuberculosis testing requirements risk assessment and/or examination those volunteers ~~who serve less than a school year and~~ whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

~~Volunteers who serve on a regular and frequent basis shall be required to undergo a Criminal Background Check (Fingerprints) and must provide verification of Tuberculosis Clearance. Regular and Frequent shall be defined as any volunteer who works with students for three (3) or more hours per week for a period of three (3) or more weeks per school year.~~

Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and shall ~~follow an approval policy as defined in CSEA Collective Bargaining Agreement, Article 23~~ be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting

6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving
8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise ~~appropriate to~~required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. ~~Projects shall be inspected upon completion to ensure that the work was done satisfactorily.~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
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22 CCR 101216	<u>Health screening; volunteers in child care centers</u>
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Ed. Code 45125.01	<u>Interagency agreements for criminal record information</u>
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Ed. Code 45360-45367	<u>Teacher aides</u>
Ed. Code 48981	<u>Parental notifications</u>
Ed. Code 49024	<u>Activity Supervisor Clearance Certificate</u>
Ed. Code 49406	<u>TB risk assessment</u>
Ed. Code 8482-8484.6	<u>After School Education and Safety Program</u>
Ed. Code 8484.7-8484.9	<u>21st Century Community Learning Center program</u>
Gov. Code 12940	<u>Unlawful discriminatory employment practices</u>

Gov. Code 3543.5	Prohibited interference with employees' rights
H&S Code 1596.7995	Immunization requirements for volunteers in child care center or preschool
H&S Code 1596.871	Fingerprints of individuals in contact with child day care facility clients
Lab. Code 1720.4	Public works; exclusion of volunteers from prevailing wage law
Lab. Code 3352	Workers' compensation; definitions
Lab. Code 3364.5	Authority to provide workers' compensation insurance for volunteers
Pen. Code 290	Registration of sex offenders
Pen. Code 290.4	Information regarding sex offenders
Pen. Code 290.95	Disclosure by person required to register as sex offender
Pen. Code 626.81	Sex offender; permission to volunteer at school

Management Resources

PERB Decision	Whisman Elementary School District (1991) PERB Decision No. 868
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Justice, Megan's Law
Website	California Department of Education, Parents/Family and Community
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California State Parent Teacher Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
1000	Concepts And Roles
1100	Communication With The Public
1150	Commendations And Awards

1250	<u>Visitors/Outsiders</u>
1250	<u>Visitors/Outsiders</u>
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1700	<u>Relations Between Private Industry And The Schools</u>
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3514	<u>Environmental Safety</u>
3514.1	<u>Hazardous Substances</u>
3514.1	<u>Hazardous Substances</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3515.3	<u>District Police/Security Department</u>
3515.3	<u>District Police/Security Department</u>
3515.5	<u>Sex Offender Notification</u>
3515.5	<u>Sex Offender Notification</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3541.1	<u>Transportation For School-Related Trips</u>
3541.1-E(1)	<u>Transportation For School-Related Trips</u>
3541.1-E(2)	<u>Transportation For School-Related Trips</u>
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5020	<u>Parent Rights And Responsibilities</u>
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5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>

5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6020	<u>Parent Involvement</u>
6020	<u>Parent Involvement</u>
6116	<u>Classroom Interruptions</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6154	<u>Homework/Makeup Work</u>
6163.1	<u>Library Media Centers</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
7140	<u>Architectural And Engineering Services</u>
7140	<u>Architectural And Engineering Services</u>
9200	<u>Limits Of Board Member Authority</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP/AR 1312.3: Uniform Complaint Procedures (Carroll)

This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of this revision, two new exhibits have been added to further support the policy and regulation.

Key highlights of the update include:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the attached policy, regulation, and exhibits, as presented.

ADDITIONAL MATERIALS:

- Attached:** [REVISED Policy 1312.3 Uniform Complaint Procedures \(15 pages\)](#)
- [REVISED Regulation 1312.3 Uniform Complaint Procedures \(21 pages\)](#)
- [Exhibit 1312.3-E\(1\)_ Uniform Complaint Procedures \(11 pages\)](#)
- [Exhibit 1312.3-E\(2\)_ Uniform Complaint Procedures \(12 pages\)](#)

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/19/2011 | Last Revised Date: 04/02/2025 | Last Reviewed Date: 10/01/2025

The Governing Board recognizes that the district has the primary responsibility to ~~comply~~ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 ~~and the accompanying administrative regulation.~~

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following ~~programs and activities~~:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-~~52617~~, 52616.18)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.~~10299~~10-299.12)
9. Course periods without educational content ; (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived ~~characteristics of~~ race or ethnicity, ~~color,~~ ancestry, color; ethnic group identification; nationality, national origin, immigration status, ~~ethnic group identification, age, sex, sexual orientation; sex stereotypes; gender; gender identity; gender expression;~~ religion, ~~physical or mental;~~ disability, medical condition, ~~or;~~ genetic information, pregnancy, false pregnancy,

childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

~~5 CCR 4610)~~

11.

~~Discrimination includes, but it is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)~~

~~12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)~~

11.13. Instructional Materials and Curriculum: Diversity (Education Code 243)

A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

~~The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)~~

~~11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory or newcomer students (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~

~~12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)~~

12.14. Local control and accountability plan (Education Code 52075)

13.15. Migrant education (Education Code 54440-54445)

~~14.16.~~ Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~15.17.~~ Student fees (Education Code 49010-49013)

~~16.18.~~ Reasonable accommodations to a lactating student (Education Code 222)

~~17.19.~~ Regional occupational centers and programs (Education Code 52300-52334.7)

~~18.20.~~ School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

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~~20. School safety plans (Education Code 32280-32289)~~

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~~19.21.~~ School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~20.22.~~ State preschool programs (Education Code ~~8207-8225~~8200-8488, 33315)

~~21.23.~~ State preschool health and safety issues in license-exempt programs (Education Code 8212)

}

~~24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3~~

~~22.25.~~ Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~23.26.~~ Any other state or federal educational program the ~~Superintendent of Public Instruction~~SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with ~~federal~~, state and ~~local~~federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (~~such as discriminatory harassment, intimidation, or bullying~~), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity, was subjected to ~~conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based sexual~~ harassment, as defined in 34 CFR 106.2 ~~Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.~~³⁰

Such a complaint shall be addressed through the federal Title IX complaint procedures ~~adopted pursuant to 34 CFR 106.44-106.45,~~ as specified in ~~451~~ Administrative Regulation 5145.71 - Title IX ~~Sex Discrimination and Sex-Based~~Sexual Harassment Complaint Procedures.

~~(34 CFR 106.2, 106.10, 106.11, 106.44)~~

4. ~~Except for complaints alleging sex discrimination, including sex-based harassment, any~~Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California ~~Department of Fair Employment and Housing. Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12~~ Title IX ~~Sex Discrimination and Sex-Based Harassment~~

Complaint Procedures, Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, ~~(FAPE), a settlement agreement related to the provision of a free appropriate public education (FAPE),~~ failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE ~~a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order~~ shall be submitted to the California Department of Education (CDE) in accordance with ~~ARAdministrative Regulation~~ 6159.1 - Procedural Safeguards and Complaints for Special Education- (5 CCR 3200-3205)
6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with ~~BPBoard Policy~~ 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any ~~allegation of complaint alleging~~ discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with ~~BPBoard Policy~~ 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with ~~ARAdministrative Regulation~~ 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
5 CCR 15580-15584	<u>Child nutrition programs complaint procedures</u>
5 CCR 3200-3205	<u>Special education compliance complaints</u>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	<u>Uniform complaint procedures and Williams complaints</u>
5 CCR 4690-4694	<u>Complaints regarding health and safety issues in license-exempt preschool programs</u>

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	School libraries
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33315	Uniform complaint procedures
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48645.7	Juvenile court schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900.5	Suspension; other means of correction
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49010-49013	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education; elementary schools
Ed. Code 51225.1-51225.25	Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52059.5	Statewide system of support

Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52617	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8488	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged

20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
California Department of Education Publication	Uniform Complaint Procedure Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
California Department of Justice Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581

Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice
Website	California Civil Rights Department
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight

0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges

3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information

4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment

6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children

6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 10/19/2011 | Last Revised Date: 04/02/2025 | Last Reviewed Date:
10/01/2025

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in [ARAdministrative Regulation 5145.3 - Nondiscrimination/Harassment](#), who is responsible for handling complaints regarding unlawful ~~such as discriminatory~~discrimination, harassment, intimidation, or bullying, and in [ARAdministrative Regulation 5145.7 ~~Sex Discrimination and Sex-based Sexual~~ Harassment](#), who is responsible for handling complaints regarding ~~sex discrimination and sex-basedsexual~~ harassment.

Assistant Superintendent, Human Resources
1051 South A Street, Oxnard, CA 93030
(805) 385-1501 ext. 2050
certificatedhr@oxnardsd.org

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent; if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim

measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all ~~district~~ schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include, but need not be limited to, all of the following:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such ~~person~~person(s) will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, ~~except~~ a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the district will post a standardized notice of the educational and graduation requirements ~~rights~~ of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process
8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the

complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on ~~the~~ district and ~~district~~ school ~~web sites~~ ~~websites~~, published in handbooks, ~~or~~ catalogs, ~~announcements, bulletins and application forms~~, and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints ~~except for those that allege sex discrimination, including sex-based harassment~~, shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600; ~~34 CFR 106.2~~)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. ~~(Education Code 49013, 52075)~~

A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. ~~(Education Code 49013)~~

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. ~~(5CCR, 5 CCR 4630)~~

For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. ~~(5 CCR 4630)~~

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is ~~AR 1312.3(f)~~ filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action

~~When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.~~

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for

this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the ~~problem~~complaint within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

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~~Within 10 business days after the compliance officer receives the complaint, the~~

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint ~~because of a lack of evidence to support the allegation.~~

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Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

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~~For any complaint alleging unlawful discrimination, harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.~~

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant ~~of law,~~
3. Corrective ~~actions,~~ action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. ~~(~~Notice of the ~~complainant's~~ complainant's right to appeal the ~~district's~~ district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, ~~as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.~~

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the ~~district's~~ district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination ~~based on state law,~~ harassment, intimidation, ~~and/or bullying,~~ based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE ~~.(Education Code 262.3)~~
2. The ~~60-days-day~~ moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of ~~Education,~~Education's Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school ~~policies~~practices or procedures; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying, involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the [lawslaw](#) regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the [lawslaw](#) regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California State Preschool Program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For ~~the~~this purpose, the Superintendent or designee may download and post a notice available from ~~the CDE web site.~~CDE's website. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
5 CCR 15580-15584	<u>Child nutrition programs complaint procedures</u>
5 CCR 3200-3205	<u>Special education compliance complaints</u>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	<u>Uniform complaint procedures and Williams complaints</u>
5 CCR 4690-4694	<u>Complaints regarding health and safety issues in license-exempt preschool programs</u>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 18100-18203	<u>School libraries</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 33315	Uniform complaint procedures
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 46015	<u>Parental leave for students</u>
Ed. Code 48645.7	<u>Juvenile court schools</u>
Ed. Code 48853-48853.5	<u>Foster youth</u>
Ed. Code 48900.5	<u>Suspension; other means of correction</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 49010-49013	<u>Student fees</u>
Ed. Code 49060-49079	<u>Student records</u>
Ed. Code 49069.5	<u>Records of foster youth</u>
Ed. Code 49490-49590	<u>Child nutrition programs</u>
Ed. Code 49701	<u>Provisions of the Interstate Compact on Educational Opportunities for Military Children</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>

Ed. Code 51210	<u>Course of study for grades 1-6</u>
Ed. Code 51222	<u>Physical education</u>
Ed. Code 51223	<u>Physical education; elementary schools</u>
Ed. Code 51225.1-51225.25	<u>Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements</u>
Ed. Code 51226-51226.1	<u>Career technical education</u>
Ed. Code 51228.1-51228.3	<u>Course periods without educational content</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 52059.5	<u>Statewide system of support</u>
Ed. Code 52060-52077	<u>Local control and accountability plan</u>
Ed. Code 52075	<u>Complaint for lack of compliance with local control and accountability plan requirements</u>
Ed. Code 52300-52462	<u>Career technical education</u>
Ed. Code 52500-52617	<u>Adult schools</u>
Ed. Code 54400-54425	<u>Compensatory education programs</u>
Ed. Code 54440-54445	<u>Migrant education</u>
Ed. Code 54460-54529	<u>Compensatory education programs</u>
Ed. Code 59000-59300	<u>Special schools and centers</u>
Ed. Code 60010	<u>Instructional materials; definition</u>
Ed. Code 60040-60052	<u>Requirements for instructional materials</u>
Ed. Code 64000-64001	<u>Consolidated application process; school plan for student achievement</u>
Ed. Code 65000-65001	<u>School site councils</u>
Ed. Code 8200-8488	<u>Child care and development programs</u>
Ed. Code 8500-8538	<u>Adult basic education</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
H&S Code 1596.792	<u>California Child Day Care Act; general provisions and definitions</u>

H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	Recipient's response to sexual harassment
34 CFR 106.45	Grievance process for formal complaints of sexual harassment
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act

42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975
Management Resources	Description
California Department of Education Publication	Uniform Complaint Procedure Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
California Department of Justice Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Website	CSBA District and County Office of Education Legal Services
Website	Student Privacy Policy Office
Website	U.S. Department of Agriculture
Website	California Department of Social Services
Website	U.S. Department of Justice

Website	California Civil Rights Department
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees

1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1313	Civility
1340	Access To District Records
1340	Access To District Records
3260	Fees And Charges
3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development

4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance

5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education

5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services

6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney

9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Exhibit 1312.3-E(1): Uniform Complaint Procedures

Status: NEW

Original Adopted Date: 10/01/2025 | Last Revised Date: 10/01/2025

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district website. You may also download a copy of the California Department of Education (CDE) complaint form when available from the following website: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from CDE.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

2 CCR 11023

Description

[Harassment and discrimination prevention and correction](#)

5 CCR 15580-15584

[Child nutrition programs complaint procedures](#)

5 CCR 3200-3205	<u>Special education compliance complaints</u>
5 CCR 4600-4670	<u>Uniform complaint procedures</u>
5 CCR 4600-4687	<u>Uniform complaint procedures and Williams complaints</u>
5 CCR 4690-4694	<u>Complaints regarding health and safety issues in license-exempt preschool programs</u>
5 CCR 4900-4965	<u>Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance</u>
Ed. Code 18100-18203	<u>School libraries</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 33315	<u>Uniform complaint procedures</u>
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 46015	<u>Parental leave for students</u>
Ed. Code 48645.7	<u>Juvenile court schools</u>
Ed. Code 48853-48853.5	<u>Foster youth</u>
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Ed. Code 48985	<u>Notices to parents in language other than English</u>
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Ed. Code 49060-49079	<u>Student records</u>
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Ed. Code 49701	<u>Provisions of the Interstate Compact on Educational Opportunities for Military Children</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51210	<u>Course of study for grades 1-6</u>
Ed. Code 51222	<u>Physical education</u>
Ed. Code 51223	<u>Physical education; elementary schools</u>
Ed. Code 51225.1-51225.25	<u>Foster youth, homeless children, former juvenile court school students, newcomer students; course credits; graduation requirements</u>

Ed. Code 51226-51226.1	<u>Career technical education</u>
Ed. Code 51228.1-51228.3	<u>Course periods without educational content</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 52059.5	<u>Statewide system of support</u>
Ed. Code 52060-52077	<u>Local control and accountability plan</u>
Ed. Code 52075	<u>Complaint for lack of compliance with local control and accountability plan requirements</u>
Ed. Code 52300-52462	<u>Career technical education</u>
Ed. Code 52500-52617	<u>Adult schools</u>
Ed. Code 54400-54425	<u>Compensatory education programs</u>
Ed. Code 54440-54445	<u>Migrant education</u>
Ed. Code 54460-54529	<u>Compensatory education programs</u>
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Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
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H&S Code 1596.7925	<u>California Child Day Care Act; health and safety regulations</u>
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Pen. Code 422.6	<u>Crimes; harassment</u>
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20 USC 1221	<u>Application of laws</u>

20 USC 1232g	<u>Family Educational Rights and Privacy Act (FERPA) of 1974</u>
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	<u>Nondiscrimination on basis of disability; complaints</u>
29 USC 794	<u>Rehabilitation Act of 1973; Section 504</u>
34 CFR 100.3	<u>Prohibition of discrimination on basis of race, color or national origin</u>
34 CFR 104.7	<u>Section 504; Designation of responsible employee and adoption of grievances procedures</u>
34 CFR 106.1-106.82	<u>Nondiscrimination on the basis of sex in education programs or activities</u>
34 CFR 106.30	Discrimination on the basis of sex in education programs and activities; definitions
34 CFR 106.44	<u>Recipient's response to sexual harassment</u>
34 CFR 106.45	<u>Grievance process for formal complaints of sexual harassment</u>
34 CFR 106.8	<u>Designation of coordinator; dissemination of policy, and adoption of grievance procedures</u>
34 CFR 110.25	<u>Notification of nondiscrimination on the basis of age</u>
34 CFR 99.1-99.67	<u>Family Educational Rights and Privacy</u>
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	<u>Americans with Disabilities Act</u>
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	<u>Age Discrimination Act of 1975</u>
Management Resources	Description
California Department of Education Publication	<u>Uniform Complaint Procedure Program Instrument</u>

California Department of Education Publication	<u>Sample UCP Board Policies and Procedures</u>
California Department of Justice Publication	<u>Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024</u>
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
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Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
CSBA Publication	<u>Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024</u>
CSBA Publication	<u>Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024</u>
CSBA Publication	<u>Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024</u>
Federal Register	<u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Student Privacy Policy Office</u>
Website	<u>U.S. Department of Agriculture</u>
Website	<u>California Department of Social Services</u>
Website	<u>U.S. Department of Justice</u>
Website	<u>California Civil Rights Department</u>
Website	<u>California Department of Education</u>
Website	<u>CSBA</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>

Cross References

Code	Description
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0420	School Plans/Site Councils
0420.41	Charter School Oversight
0420.41	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures

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1340	Access To District Records
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3260	Fees And Charges
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
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4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.23	Special Education Staff
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4212.9	Employee Notifications
4212.9	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment

4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4244	Complaints
4244	Complaints
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4344	Complaints
4344	Complaints
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.62	Tobacco

5137	Positive School Climate
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs

6171	Title I Programs
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

Exhibit 1312.3-E(2): Uniform Complaint Procedures

Status: NEW

Original Adopted Date: 10/01/2025 | Last Revised Date: 10/01/2025

**PRESCHOOL COMPLAINT FORM:
UNIFORM COMPLAINT PROCEDURES**

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents, as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- The preschool does not have outdoor shade that is safe and in good repair
- Drinking water is not accessible and/or readily available throughout the day
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
- Restroom facilities are not available only for preschoolers and kindergartners
- The preschool program does not provide visual supervision of children at all times

- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time
- Playground equipment is not safe, in good repair, or age appropriate

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary and as you wish to fully describe the situation.

Please file this complaint at the following location:

 (preschool administrator or designee)

 (address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

 (Signature)

 (Date)

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State	Description
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
5 CCR 15580-15584	<u>Child nutrition programs complaint procedures</u>
5 CCR 3200-3205	<u>Special education compliance complaints</u>
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4600-4687	<u>Uniform complaint procedures and Williams complaints</u>

5 CCR 4690-4694	<u>Complaints regarding health and safety issues in license-exempt preschool programs</u>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
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Ed. Code 51223	<u>Physical education; elementary schools</u>
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20 USC 1221	<u>Application of laws</u>
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Management Resources

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CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024
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4119.11	Sexual Harassment
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5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

6146.1	High School Graduation Requirements
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children

6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9000	Role Of The Board
9011	Disclosure Of Confidential/Privileged Information
9012	Board Member Electronic Communications
9124	Attorney
9200	Limits Of Board Member Authority
9321	Closed Session
9321	Closed Session
9321	Closed Session
9322	Agenda/Meeting Materials

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to AR 3512 Equipment (Pifko/Núñez)

The administration is recommending a revision to AR 3512 Equipment, to reflect changes in accordance with 2 CFR 200.439 and 2 CFR 200.313(d), which detail the requirements for the purchase of equipment with Federal funds. New language is indicated in underlined red font, removed language is shown with a strikethrough, and moved text is displayed in bold purple font.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees adopt the revisions to AR 3512 Equipment, as presented for Second Reading.

ADDITIONAL MATERIALS:

Attached: [AR 3512 \(5 pages\)](#)

Regulation 3512: Equipment

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Reviewed Date:** 10/19/2011

Employees and/or students shall use district equipment only for school-related tasks. The Superintendent or designee shall ensure that all employees understand that personal use of district equipment is prohibited and that a violation may be cause for disciplinary action.

The district shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Superintendent or designee shall ensure that it will be shared within and among the schools.

When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters.

The principal shall approve the removal of district-owned equipment from the school site. When any equipment is taken off-site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Transfer of Equipment to a New Site

Employees transferred to another school shall take with them only those personal items that have been purchased with their own funds. Items paid for by the district, school-connected organizations or grants shall remain at the initial location unless the principals of both schools make special arrangements that serve the best interests of the districtwide instructional program.

Equipment and materials unique to a special program being moved to another site may be moved to the new location upon the approval of both principals.

Equipment Acquired by Federal Funds

The following rules of allowability must apply to equipment and other capital expenditures: (2 CFR 200.439)

- 1. Capital expenditures for general purpose equipment, buildings, and land are allowable as direct costs, but only with the prior written approval of the Federal agency or pass-through entity.**
- 2. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal agency or pass-through entity (CSAM Procedure 770).**
- 3. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are allowable as a direct cost, but only with the prior written approval of the Federal agency or pass-through entity.**
- 4. When approved as a direct cost in accordance with paragraphs (b)(1) through (3), capital expenditures must be charged in the period in which the expenditure is incurred or as otherwise determined appropriate and negotiated with the Federal agency.**
- 5. The recipient or subrecipient may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency for indirect cost.**

6. Cost of equipment disposal. If the Federal agency instructs the recipient or subrecipient to otherwise dispose of or transfer the equipment, the costs of disposal or transfer are allowable.
7. Equipment and other capital expenditures are unallowable as indirect costs. See 2 CFR 200.436.

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a federal agency. (34 CFR 80.32)

All equipment purchased with Consolidated Application funds shall be labeled with the name of the project, identification number and name of the district. (5 CCR 3946)

Each principal or designee shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed: (~~34 CFR 80.32~~)

1. Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property. (2 CFR 200.313(d))

2. A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years. (2 CFR 200.313(d))

~~1.3~~ A control system shall be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated. (~~34 CFR 80.32, 2 CFR 200.313(d)~~)

4. Regular and Adequate maintenance procedures shall be developed to keep the property in good condition. (34 CFR 80.32, 2 CFR 200.313(d))

~~2.5~~ If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return. (2 CFR 200.313(d))

If equipment is used for a purpose other than that for which it was originally purchased, the inventory shall include a dated statement justifying its current use.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 16023	<u>Class 1 - Permanent records</u>

5 CCR 3946	Control, safeguards, disposal of equipment purchased with consolidated application funds
5 CCR 4424	Comparability of services
Ed. Code 17540-17542	Sale or lease of personal property by one district to another
Ed. Code 17545-17555	Sale of personal property
Ed. Code 17605	Delegation of authority to purchase supplies and equipment
Ed. Code 35160	Authority of governing boards
Ed. Code 35168	Inventory of equipment
Ed. Code 64000-64001	Consolidated application process

Federal

2 CFR 200.0-200.521	Federal uniform grant guidance
20 USC 6321	Fiscal requirements/comparability of services

Management Resources

California Department of Education Publication Website	Description California School Accounting Manual
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	Office of Management and Budget

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
3000	Concepts And Roles
3230	Federal Grant Funds
3230	Federal Grant Funds
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3300	Expenditures And Purchases
3311	Bids

3311	<u>Bids</u>
3440	<u>Inventories</u>
3515.4	<u>Recovery For Property Loss Or Damage</u>
3515.4	<u>Recovery For Property Loss Or Damage</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3540	<u>Transportation</u>
3540	<u>Transportation</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
4040	<u>Employee Use Of Technology</u>
4040	<u>Employee Use Of Technology</u>
4040-E PDF(1)	<u>Employee Use Of Technology</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4141.6	<u>Concerted Action/Work Stoppage</u>
4156.3	<u>Employee Property Reimbursement</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4256.3	<u>Employee Property Reimbursement</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4356.3	<u>Employee Property Reimbursement</u>
5142	<u>Safety</u>
5142	<u>Safety</u>

5144	<u>Discipline</u>
5144	<u>Discipline</u>
6000	<u>Concepts And Roles</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E PDF(1)	<u>Student Use Of Technology</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
9270	<u>Conflict Of Interest</u>
9270-E PDF(1)	<u>Conflict Of Interest</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP/AR 4030: Nondiscrimination in Employment (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy and regulation have undergone a comprehensive update. These updates ensure that the district's governance framework remains current and legally compliant.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the attached policy and regulation, as presented.

ADDITIONAL MATERIALS:

Attached: [REVISED Policy 4030 Nondiscrimination in Employment.2 \(11 pages\)](#)
[REVISED Regulation 4030 Nondiscrimination in Employment \(12 pages\)](#)

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 05/07/2025 | Last Reviewed Date: 10/01/2025

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include ~~job applicants,~~ interns, volunteers, ~~and contractors, job applicants, and other~~ persons who contracted with an employment relationship with the district ~~to provide services, as applicable.~~

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race; ~~color or ethnicity;~~ ancestry; color; ethnic group identification; nationality; national origin; age ~~immigration status;~~ sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or lactation, including related ~~medical conditions and/or~~ recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, ~~family, or marital status; physical or mental disability; medical condition; genetic information; veteran or military status; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression, and family status;~~ or association with a person or group with one or more of these actual or perceived characteristics.

~~Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940) (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)~~

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

~~Unless~~

In addition, unless otherwise provided for in law, the district may not discriminate against an employee, ~~including an applicant for employment,~~ in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's person's hair, blood, urine, or other bodily

fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination ~~as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment~~ based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation
 - b. Religious creed discrimination based on an employee's religious belief ~~or~~, observance, and practice, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee
 - e. Requiring an ~~applicant or~~ employee to disclose information relating to the employee's reproductive health decision-making
 - f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. ~~(Government Code 12964.5)~~

~~Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (Government Code 12964.5)~~

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

~~Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.~~

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
2 CCR 11024	<u>Required training and education on harassment based on sex, gender identity and expression, and sexual orientation</u>
2 CCR 11027-11028	<u>National origin and ancestry discrimination</u>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	<u>Inalienable rights</u>
Civ. Code 51.7	<u>Freedom from violence or intimidation</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
Gov. Code 11135	<u>Prohibition of discrimination</u>
Gov. Code 12900-12996	<u>Fair Employment and Housing Act</u>
Gov. Code 12940-12954	<u>Unlawful employment practices</u>
Gov. Code 12960-12976	<u>Unlawful employment practices; complaints</u>
Lab. Code 1030-1034	<u>Lactation Accommodation</u>
Lab. Code 1197.5	<u>Wages, hours, and working conditions</u>
Lab. Code 79-107	<u>Division of Labor Standards Enforcement</u>

Pen. Code 422.56

[Definitions; hate crimes](#)

Federal

Description

20 USC 1681-1688

Title IX of the Education Amendments of 1972; discrimination based on sex

28 CFR 35.101-35.190

Americans with Disabilities Act

29 CFR 1636

[Implementation of the Pregnant Workers Fairness Act](#)

29 USC 218d

[Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers \(PUMP\) Act](#)

29 USC 621-634

[Age Discrimination in Employment Act](#)

29 USC 794

[Rehabilitation Act of 1973; Section 504](#)

34 CFR 100.6

[Title VI; Compliance information](#)

34 CFR 104.7

[Section 504; Designation of responsible employee and adoption of grievances procedures](#)

34 CFR 104.8

[Notice of Nondiscrimination on the Basis of Handicap](#)

34 CFR 106.1-106.82

[Discrimination on the basis of sex; effectuating Title IX](#)

34 CFR 110.1-110.39

[Nondiscrimination on the basis of age](#)

42 USC 12101-12213

[Americans with Disabilities Act](#)

42 USC 2000d-2000d-7

Title VI, Civil Rights Act of 1964

42 USC 2000e-2000e-17

Title VII, Civil Rights Act of 1964, as amended

42 USC 2000ff-2000ff-11

[Genetic Information Nondiscrimination Act of 2008](#)

42 USC 2000gg-2000gg-6

[Pregnant Workers Fairness Act](#)

42 USC 2000h-2-2000h-6

Title IX of the Civil Rights Act of 1964

42 USC 6101-6107

[Age discrimination in federally assisted programs](#)

U.S. Constitution, First Amendment

[Free exercise, free speech, and establishment clauses](#)

Management Resources

Description

CA Civil Rights Department
Publication

[Sexual Harassment, January 2023](#)

CA Civil Rights Department
Publication

[Family Care and Medical Leave and Pregnancy Disability Leave, January 2023](#)

CA Civil Rights Department
Publication

[California Law Prohibits Workplace Discrimination and Harassment, January 2024](#)

CA Civil Rights Department
Publication

[The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022](#)

CA Civil Rights Department Publication	<u>Harassment Prevention Guide for California Employers, 2017</u>
CA Civil Rights Department Publication	<u>Your Rights and Obligations as a Pregnant Employee, January 2023</u>
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	<u>Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742</u>
Court Decision	<u>Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775</u>
Court Decision	<u>Groff v. DeJoy (2023) 600 U.S. 447</u>
Court Decision	<u>Kennedy v. Bremerton (2022) 142 S.Ct. 2407</u>
Court Decision	<u>Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837</u>
Court Decision	<u>Thomson v. North American Stainless LP (2011) 62 U.S. 170</u>
Federal Register	<u>Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579</u>
U.S. Department of Education Publication	<u>Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025</u>
U.S. Equal Employment Opportunity Comm Publication	<u>EEOC Compliance Manual</u>
Website	<u>U.S. Department of Labor, Office of Federal Contract Compliance Program</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>

Website	California Department of Industrial Relations
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation

4033	<u>Lactation Accommodation</u>
4111	<u>Recruitment And Selection</u>
4111.2	<u>Legal Status Requirement</u>
4111.2	<u>Legal Status Requirement</u>
4112.4	<u>Health Examinations</u>
4112.41	<u>Employee Drug Testing</u>
4112.41	<u>Employee Drug Testing</u>
4112.5	<u>Criminal Record Check</u>
4112.5-E(1)	<u>Criminal Record Check</u>
4112.6	<u>Personnel Files</u>
4112.8	<u>Employment Of Relatives</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4113.5	<u>Working Remotely</u>
4114	<u>Transfers</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.41	<u>Employees With Infectious Disease</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4151	<u>Employee Compensation</u>

4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4161.5	<u>Military Leave</u>
4161.8	<u>Family Care And Medical Leave</u>
4211	<u>Recruitment And Selection</u>
4211.2	<u>Legal Status Requirement</u>
4211.2	<u>Legal Status Requirement</u>
4212.4	<u>Health Examinations</u>
4212.41	<u>Employee Drug Testing</u>
4212.41	<u>Employee Drug Testing</u>
4212.6	<u>Personnel Files</u>
4212.8	<u>Employment Of Relatives</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4213.5	<u>Working Remotely</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.41	<u>Employees With Infectious Disease</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>

4251	<u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4261.5	<u>Military Leave</u>
4261.8	<u>Family Care And Medical Leave</u>
4311	<u>Recruitment And Selection</u>
4311.2	<u>Legal Status Requirement</u>
4311.2	<u>Legal Status Requirement</u>
4312.4	<u>Health Examinations</u>
4312.41	<u>Employee Drug Testing</u>
4312.41	<u>Employee Drug Testing</u>
4312.6	<u>Personnel Files</u>
4312.8	<u>Employment Of Relatives</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4313.5	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.22	<u>Dress And Grooming</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.41	<u>Employees With Infectious Disease</u>
4331	<u>Staff Development</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
4351	<u>Employee Compensation</u>
4354	<u>Health And Welfare Benefits</u>

4354	<u>Health And Welfare Benefits</u>
4361.5	<u>Military Leave</u>
4361.8	<u>Family Care And Medical Leave</u>
5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>

Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 08/24/2016 | **Last Revised Date:** 05/07/2025 | **Last Reviewed Date:** 10/01/2025

All ~~allegations of complaints alleging~~ discrimination in employment, ~~including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to as defined in the district accompanying Board policy,~~ shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging ~~sex discrimination~~ sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in ~~34 CFR 106.44 and 106.45 and~~ Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sex Discrimination and Sex-Based~~ Sexual Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Human Resources
1051 South A Street
Oxnard, CA 93030
805-385-1501 extension 2050

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, ~~including sex-based harassment,~~ the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)
2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (Education Code 234.1; 5 CCR 4960; 34 CFR 100.6, 106.8)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations

- c. Posting them on the district's website and providing easy access to them through district-supported social media, when available
- 3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending a copy via email with an acknowledgment return form
 - c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy

~~1.—Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)~~

~~a.—The district does not discriminate on the basis of sex in any education program or activity that it operates~~

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~~b.—Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights~~

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~~c.—The name or title, office and email address, and telephone number of the district's Title IX Coordinator~~

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~~d.—How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints~~

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~~e.—How to report conduct that may constitute sex discrimination under Title IX~~

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~~f.—How to make a complaint of Title IX sex discrimination~~

~~If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.~~

~~The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.~~

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4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, ~~as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination~~

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment covered by this administrative regulation and accompanying Board policy shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman

~~The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.~~

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a ~~written~~ complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a ~~written~~ complaint.

The ~~written~~ complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of

the alleged discriminatory or harassing behavior, regardless of whether a ~~written~~-complaint has been filed or whether the ~~written~~-complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person(s) accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings

~~-~~This timeline may be extended by the coordinator for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or any of the person(s) accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings

~~-~~The Superintendent or designee shall provide the Board with all information presented during the investigation. ~~Upon receiving an appeal, and~~ the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either ~~California Civil Rights Department (CRD)~~CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or ~~the Equal Employment Opportunity Commission~~EEOC for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 1197.5	Wages, hours, and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
CA Civil Rights Department Publication	Sexual Harassment, January 2023
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837

Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees

1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1313	<u>Civility</u>
3312	<u>Contracts</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
3600	<u>Consultants</u>
4000	<u>Concepts And Roles</u>
4032	<u>Reasonable Accommodation</u>
4033	<u>Lactation Accommodation</u>
4111	<u>Recruitment And Selection</u>
4111.2	<u>Legal Status Requirement</u>
4111.2	<u>Legal Status Requirement</u>
4112.4	<u>Health Examinations</u>
4112.41	<u>Employee Drug Testing</u>
4112.41	<u>Employee Drug Testing</u>
4112.5	<u>Criminal Record Check</u>
4112.5-E(1)	<u>Criminal Record Check</u>
4112.6	<u>Personnel Files</u>
4112.8	<u>Employment Of Relatives</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4113.5	<u>Working Remotely</u>
4114	<u>Transfers</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>

4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4119.22	<u>Dress And Grooming</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.41	<u>Employees With Infectious Disease</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4151	<u>Employee Compensation</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4161.5	<u>Military Leave</u>
4161.8	<u>Family Care And Medical Leave</u>
4211	<u>Recruitment And Selection</u>
4211.2	<u>Legal Status Requirement</u>
4211.2	<u>Legal Status Requirement</u>
4212.4	<u>Health Examinations</u>
4212.41	<u>Employee Drug Testing</u>
4212.41	<u>Employee Drug Testing</u>
4212.6	<u>Personnel Files</u>
4212.8	<u>Employment Of Relatives</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4213.5	<u>Working Remotely</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>

4218.1	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.22	<u>Dress And Grooming</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.41	<u>Employees With Infectious Disease</u>
4231	<u>Staff Development</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4251	<u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4261.5	<u>Military Leave</u>
4261.8	<u>Family Care And Medical Leave</u>
4311	<u>Recruitment And Selection</u>
4311.2	<u>Legal Status Requirement</u>
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4312.8	<u>Employment Of Relatives</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4313.5	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u>

4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
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4319.22	<u>Dress And Grooming</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.41	<u>Employees With Infectious Disease</u>
4331	<u>Staff Development</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
4351	<u>Employee Compensation</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4361.5	<u>Military Leave</u>
4361.8	<u>Family Care And Medical Leave</u>
5145.71	<u>Title IX Sexual Harassment Complaint Procedures</u>
5145.71-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP 4033: Lactation Accommodation (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), district policy and the accompanying administrative regulation have undergone a comprehensive update. These revisions ensure that the district's governance framework remains current, legally compliant, and aligned with best practices.

Highlights of the Update:

- **Incorporation of New Language:** Updates are clearly marked for ease of review.
 - **Blue font** identifies the proposed new language to be incorporated in the current revision cycle.
 - **Red underline** reflects additional proposed language that was reviewed by the Board on **September 17, 2025**, but not yet incorporated.
 - **Red strikethrough** shows outdated or superseded provisions that are recommended for removal.
- **Review Timeline:**
 - The **red language** was presented to the Board on **September 17, 2025** for review.
 - The **blue font language** represents the current set of proposed updates that, if approved, will be formally incorporated into the policy and regulation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and administrative regulation as presented, incorporating both the language reviewed on September 17, 2025, and the newly proposed language highlighted in blue font.

ADDITIONAL MATERIALS:

Attached: [REVISED 4033 Policy Lactation Accommodation_v2 \(5 pages\)](#)

Policy 4033: Lactation Accommodation

Status: ADOPTED

Original Adopted Date: 05/07/2025 | **Last Revised Date:** 05/07/2025 | **Last Reviewed Date:** 10/01/2025

The Governing Board recognizes the immediate and long-term health benefits of ~~breastfeeding~~breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances ~~exist~~, as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

~~The~~For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1; ~~34 CFR 106.57~~)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d) **An allowance of time, either prior to or following the instructional day, may be arranged with the mutual consent of both the employee and the administrator.**

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk ~~or breastfeeding~~ as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area, and shall meet the following requirements: (Labor Code 1031; 29 USC 218d; ~~34 CFR 106.57~~)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

~~Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

~~In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 6382	Procedure for listing hazardous substances
Federal	Description
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218c	Fair Labor Standards Act; protections for employees
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
U.S. DoL, Wage and Hour Div., Publication	Education FAQs: Pump at Work Frequently Asked Questions
Management Resources	Description
CA Department of Industrial Relations Publication	Rest Periods/Lactation Accommodation, Frequently Asked Questions
California Civil Rights Department Decision	Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
California Department of Public Health Publication	Lactation Accommodation for Employers
Office of the Surgeon General Publication	The Surgeon General's Call to Action to Support Breastfeeding, 2011

U.S. DoL, Wage and Hour Div., Publication	Frequently Asked Questions: Pumping Breast Milk at Work
U.S. DoL, Wage and Hour Div., Publication	Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023
U.S. HHS Office on Women's Health Publication	The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Labor and Standards Enforcement
Website	California Department of Public Health
Website	California Women, Infants and Children Program
Website	Centers for Disease Control and Prevention
Website	Health Resources and Services Administration
Website	Office of the Surgeon General
Website	U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures

4144	<u>Complaints</u>
4144	<u>Complaints</u>
4161.8	<u>Family Care And Medical Leave</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>
4213.4	<u>Temporary Modified/Light-Duty Assignment</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4219.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4244	<u>Complaints</u>
4244	<u>Complaints</u>
4261.8	<u>Family Care And Medical Leave</u>
4312.9	<u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u>
4313.4	<u>Temporary Modified/Light-Duty Assignment</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.12	<u>Title IX Sexual Harassment Complaint Procedures</u>
4319.12-E(1)	<u>Title IX Sexual Harassment Complaint Procedures</u>
4344	<u>Complaints</u>
4344	<u>Complaints</u>
4361.8	<u>Family Care And Medical Leave</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption-Revisions to Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process (Fox/Nocero)

The Board Policy BP/AR 5144.1 Suspension and Expulsion/Due Process has been updated based on recommendations from CSBA (California School Boards Association). The deleted language is indicated by strikethrough, and highlighted language has been added.

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 approve and adopt the revisions to BP/AR 5144.1 Suspension and Expulsion/Due Process, as presented.

ADDITIONAL MATERIALS:

Attached: [Updated Policy 5144.1 Suspension And Expulsion Due Process \(11 pgs\)](#)

[Updated Regulation 5144.1 Suspension And Expulsion Due Process \(23 pgs\)](#)

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 03/01/2023 | Last Reviewed Date: 03/01/2023

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law, in this policy, and administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, **equally**, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in ~~grades K-8~~ may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled **based solely on a student's** ~~for~~ truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee ~~may~~ **shall** establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

~~To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law.~~

~~Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)~~

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 288a, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. (Education Code 48918(j))

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled or unenrolled except under limited

circumstances in accordance with Education Code 8489.1 and as specified in AR 5148.3 -
Preschool/Early Childhood Education

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them the students their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Removal from Class by a Teacher and Parental Attendance

~~When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)~~

~~Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.~~

~~Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)~~

~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the~~

student's records.

~~District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)~~

~~Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)~~

Decision Not to Enforce Expulsion Order

~~On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)~~

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Civ. Code 47

Description

[Privileged communication](#)

Civ. Code 48.8

[Defamation liability](#)

Code of Civil Procedure 1985-1997
[production](#) Ed. Code 17292.5
[facilities](#)

[Production of evidence; means of
Program for expelled students;](#)

Ed. Code 1981-1983

[Enrollment of students in community school](#)

Ed. Code 212.5

[Sexual harassment](#)

Ed. Code 233

[Hate violence](#)

State	Description
Ed. Code 32260-32262	<u>Interagency School Safety Demonstration Act of 1985</u>
Ed. Code 35145	<u>Open board meetings</u>
Ed. Code 35146	<u>Closed sessions regarding suspensions</u>
Ed. Code 35291	<u>Rules for government and discipline of schools</u>
Ed. Code 35291.5	<u>Rules and procedures on school discipline</u>
Ed. Code 48645.5	<u>Former juvenile court school students; enrollment</u>
Ed. Code 48660-48666	<u>Community day schools</u>
Ed. Code 48853-48853.5	<u>Foster youth</u>
Ed. Code 48900-48927	<u>Suspension and expulsion</u>
Ed. Code 48950	<u>Speech and other communication</u>
Ed. Code 48980	<u>Parent/Guardian notifications</u>
Ed. Code 49073-49079	<u>Privacy of student records</u>
Ed. Code 52052	<u>Numerically significant student subgroups</u>
Ed. Code 52060-52077	<u>Local control and accountability plan</u>
Ed. Code 64000-64001	<u>Consolidated application</u>
Ed. Code 8489-8489.1	<u>Prohibition against expulsion of preschool student</u>
Gov. Code 11455.20	<u>Informal hearing procedures</u>
Gov. Code 54950-54963	<u>The Ralph M. Brown Act</u>
H&S Code 11014.5	<u>Drug paraphernalia</u>
H&S Code 11053-11059	<u>Controlled substances; standards and schedules</u>
Lab. Code 230.7	<u>Employee time off to appear in school on behalf of a child</u>
Pen. Code 240	<u>Assault defined</u>
Pen. Code 241.2	<u>Assault fines</u>
Pen. Code 242	<u>Battery defined</u>
Pen. Code 243.2	<u>Battery on school property</u>
Pen. Code 243.4	<u>Sexual battery</u>
Pen. Code 245	<u>Assault with deadly weapon</u>
Pen. Code 245.6	<u>Hazing</u>
Pen. Code 261	<u>Rape defined</u>
Pen. Code 266c	<u>Unlawful sexual intercourse</u>
Pen. Code 286	<u>Sodomy defined</u>
Pen. Code 287	<u>Oral Copulation</u>
Pen. Code 288	<u>Lewd or lascivious acts with child under age 14</u>
Pen. Code 289	<u>Penetration of genital or anal openings</u>
Pen. Code 31	<u>Principal of a crime; defined</u>
Pen. Code 417.27	<u>Laser pointers</u>
Pen. Code 422.55	<u>Definition of hate crime</u>
Pen. Code 422.6	<u>Crimes; harassment</u>
Pen. Code 422.7	<u>Aggravating factors for punishment</u>
Pen. Code 422.75	<u>Enhanced penalties for hate crimes</u>

State

Pen. Code 626.10

Pen. Code 626.2
[dismissal without](#)

Pen. Code 626.9

Pen. Code 868.5

W&I Code 224.1

W&I Code 729.6

Federal

18 USC 921

20 USC 1415(K)
setting

20 USC 7961

42 USC 11431-11435

Management Resources

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Court
Decision

Court Decision

Court Decision
3d 807Court Decision
301Court Decision
4th 1267

Court Decision

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub
[Student Discipline, May](#)

U.S. DOE Publication

U.S. DOE Publication

Website

Website
[Students](#)

Website

Website

Website

Description[Dirks, daggers, knives, razors, or stun guns](#)[Entry upon campus after written notice of suspension or permission](#)[Gun-Free School Zone Act of 1995](#)[Supporting person; attendance during testimony of witness](#)[Indian child; definition](#)[Counseling](#)**Description**[Definitions: firearms and ammunition](#)

Students with disabilities; placement in alternative educational

[Gun-Free Schools Act](#)

Education of homeless children and youths

Description

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

84 Ops.Cal.Atty.Gen. 146 (2001)

Board of Education of Sacramento City Unified School District
v.Sacramento County Board of Education and Kenneth
H. (2001) 85 Cal.App.4th 1321Fremont Union High School District v. Santa Clara County
Board (1991) 235 Cal. App. 3d 1182

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App.

John A. v. San Bernardino School District (1982) 33 Cal. 3d

T.H. v. San Diego Unified School District (2004) 122 Cal. App.

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

[Resource on Confronting Racial Discrimination in
2023](#)[School Climate and Student Discipline Resources](#)[Guiding Principles for Creating Safe, Inclusive, Supportive,
and Fair School Climates, March 2023](#)[CSBA District and County Office of Education Legal Services](#)[U.S. Department of Education, Office of Safe and Healthy](#)[California Attorney General's Office](#)[California Department of Education](#)[CSBA](#)

State
Website

Description
[U.S. Department of Education, Office for Civil Rights](#)

Cross References

Description

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

0460

[Local Control And Accountability Plan](#)

Cross References**Description**

0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515	Campus Security
3515	Campus Security
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco

Cross References
5131.62

Description
[Tobacco](#)

Cross References**Description**

5131.63	<u>Steroids</u>
5131.63	<u>Steroids</u>
5131.7	<u>Weapons And Dangerous Instruments</u>
5131.7	<u>Weapons And Dangerous Instruments</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5142	<u>Safety</u>
5142	<u>Safety</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u>
5145.9	<u>Hate-Motivated Behavior</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.8	<u>Assemblies And Special Events</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6154	<u>Homework/Makeup Work</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>

Cross References

6163.4-E PDF(1)

6164.6

6164.6

6173

6173

6173-E PDF(1)

6173-E PDF(2)

6173.1

6173.1

9000

9322

Description[Student Use Of Technology](#)[Identification And Education Under Section 504](#)[Identification And Education Under Section 504](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Homeless Children](#)[Education For Foster Youth](#)[Education For Foster Youth](#)[Role Of The Board](#)[Agenda/Meeting Materials](#)

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

~~Day means a calendar day unless otherwise specifically provided. (Education Code 48925)~~

~~School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)~~

~~Student includes a student's parent/guardian or legal counsel. (Education Code 48925)~~

~~School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))~~

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "~~Additional Grounds for Suspension and Expulsion: Grades 9-12~~" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or

designee's concurrence (Education Code 48900(b))

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in ~~the section~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet website, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

A student may not be suspended or expelled for disruption or willful defiance. (Education Code 48900)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Suspension from Class by a Teacher

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act specified in Ed Code 48900 and listed as items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, ~~including grades K-8.~~ (Education Code 48910)

~~A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)~~

When suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. **If the action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended.** ~~The student shall be appropriately supervised during the class periods from which he/she has been removed.~~ (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator

shall attend if either requested by the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension removal. However, a student assigned to more than one class per day, may be placed in any other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal, or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend a student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension may be imposed upon for a first offense if the Superintendent, or principal, or designee it is determined determines that the student violated any of the Items #1-5 listed in "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons or property (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count

suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. ~~this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion.~~ (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

~~The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)~~

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, ~~presented with~~ and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving ~~An emergency situation involves~~ a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her the right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee ~~of the school in which the student is enrolled at the time of the misbehavior.~~ A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and, if applicable, the county social worker, shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice may state the date and time when the student may return to school.
5. 4. Parent/Guardian Conference: Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the

suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

6. 5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
- a. The extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
 - c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the district's educational liaison youth of the need to invite the foster youth's educational rights holder, attorney and social worker, or the Indian child's tribal social worker, or if applicable, the county social worker to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
 - d. If the student involved is a homeless child or youth experiencing homelessness, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
 - e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her the student in school.

Suspension by the Board

The Board of Trustees may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed sessions if a public hearing would lead to

disclosure of information **that would violate** ~~violating~~ a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised classroom an on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her **the student's** teacher(s) to receive assignments to be completed in the supervised suspension classroom- **and the** ~~The~~ teacher(s) shall provide all assignments and tests that the student will miss while suspended.

If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an **on-campus supervised** suspension classroom, the principal or designee shall notify the student's parent/guardian, **guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker,** in person, **by email,** or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the principal, Superintendent or designee finds that expulsion **should not be recommended is inappropriate due to particular** **under the** circumstances **or that an alternative means of correction would address the conduct,** the principal or the Superintendent or **principal** designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife ~~as defined in Education Code 48915(g), explosive,~~ or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-110598, except for:
 - a. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
 - b. The student's possession of over-the-counter medication for use by the student for medical purposes
 - c. Medication prescribed for the student by a physician

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

The **Any** student **recommended for expulsion** is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after **the Superintendent**, principal or ~~Superintendent~~ or designee determines that the student has committed **the act(s) that form the basis for the expulsion recommendation** ~~one of the acts listed under "Grounds for Suspension and Expulsion" has occurred.~~ (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an offense, for which the **student** may be expelled the Superintendent, principal, or designee shall offer the student, the student's parent/guardian, or when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after ~~the student or parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student, the student's parent/guardian, or when applicable, the person holding the right to make education decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student, student's parent/guardian, or when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is **826**

the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, **the Superintendent or designee** he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she **the witness** testifies
3. Have a closed hearing during the time he/she **the witness** testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth, Homeless Students, and Indian Children

If the student facing expulsion is a foster student, or Indian child, the Superintendent or designee

shall also send notice of the hearing to foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker, and if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student **experiencing homelessness**, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **1.** Closed Session: Notwithstanding ~~the provisions of Government Code 54953 and~~ Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights **of other students** would **not** be violated. (Education Code 48918(c))
2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether ~~or not~~ the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

3. **2.** Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
4. **3.** Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item **#6 #4**-below. (Education Code 48918(i))

5. **4.** Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion: Grades 4- 12" above. (Education Code 48918(h))

6. Findings of fact shall be based solely on the evidence at the hearing. ~~While~~ **Although** no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

7. **5.** Testimony by Complaining Witnesses: The following procedures shall be observed when **a** hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during ~~his/her~~ **the** testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person ~~whom he/she finds~~ **who** is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard.

Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which ~~he/she~~ **the complaining witness** may leave the hearing room.

- iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to **the normal school** hours ~~he/she is normally in school~~, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand

8. **6.** Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from ~~his/her~~ school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e)).

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion; **If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion**, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion

agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

The Board's decision is final. If the Board conducts the hearing and reaches a decision **is** not to expel, ~~this decision shall be final~~ and the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any **"Mandatory Recommendation and Mandatory Expulsion"** listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in ~~Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915~~ **under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12"** (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and ~~his/her~~ parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code ~~48914~~ **48915.1** (Education Code 48918)

Decision Not to Enforce **to Suspend Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an

expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation.

This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 412" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school.

Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian.

The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action **order** is suspended and the student is placed on probation. (Education Code 48919)

If the The student shall submit a written request for a copy of the written transcripts and supporting

documents from the district simultaneously with the filing of the notice of appeal with the County Board. The the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code ~~. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code~~ 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site ~~any~~ of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student.

At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding

readmission.

The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian, or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. ~~(Education Code 48916)~~
6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program.

This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district.

7. No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including the specific cause(s). (Education Code 48900.8)

The **E**xpulsion record **(s)** shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the ~~admitting~~ **that** school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Civ. Code 47

Civ. Code 48.8

Code of Civil Procedure 1985-1997
[production](#) Ed. Code 17292.5
[facilities](#)

Ed. Code 1981-1983

Description

[Privileged communication](#)

[Defamation liability](#)

[Production of evidence; means of
Program for expelled students;](#)

[Enrollment of students in community school](#)

Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
State	Description
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11059	Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime

Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2 dismissal without	Entry upon campus after written notice of suspension or permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling
Federal	Description
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K) setting	Students with disabilities; placement in alternative educational
20 USC 7961	Gun-Free Schools Act
Federal	Description
42 USC 11431-11435	Education of homeless children and youths
Management Resources	Description
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision 3d 807	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision 301	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision 4th 1267	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE & U.S. DOJ Civil Rights Divisions Student Discipline, May	Resource on Confronting Racial Discrimination in 2023
U.S. DOE Publication	School Climate and Student Discipline Resources
U.S. DOE Publication	Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023

Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy
Students	
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Description

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3515	Campus Security
3515	Campus Security
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security

Cross References

	Description
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students

Cross References

	<u>With Disabilities)</u> Description
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.2	<u>Freedom Of Speech/Expression</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u>
5145.9	<u>Hate-Motivated Behavior</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.8	<u>Assemblies And Special Events</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6154	<u>Homework/Makeup Work</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E PDF(1)	<u>Student Use Of Technology</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>

6173-E PDF(1)

6173-E PDF(2)

6173.1

6173.1

9000

9322

[Education For Homeless Children](#)

[Education For Homeless Children](#)

[Education For Foster Youth](#)

[Education For Foster Youth](#)

[Role Of The Board](#)

[Agenda/Meeting Materials](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments (Fox/Nocero)

The Board Policy BP/AR 5131.7 Weapons and Dangerous Instruments has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough, and highlighted language has been added.

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 approve and adopt the revisions to BP/AR 5131.7 Weapons and Dangerous Instruments, as presented.

ADDITIONAL MATERIALS:

Attached: [Updated Policy 5131.7 Weapons And Dangerous Instruments \(5 pgs\)](#)
[Updated Regulation 5131.7 Weapons And Dangerous Instruments \(5 pgs\)](#)

Policy 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus free from psychological and physical harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or dangerous instruments, as defined in law and administrative regulation, of any kind in school buildings, on school grounds or buses, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless he/she has obtained prior written permission as specified below, any a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations. who is determined to have brought a firearm to school or possessed a firearm at school, as verified by a school employee, shall be expelled for not less than one year, except that the Board may set an earlier date for readmission on a case-by-case basis, in accordance with Board policy and administrative regulation. (20 USC 7151; Education Code 48915)

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

~~Students possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.~~

~~Under the power granted to the Board to maintain order and discipline in the schools and to protect the safety of students, staff, and the public, any school employee is authorized to confiscate a weapon, dangerous instrument, or imitation firearm from any student on school grounds.~~

~~The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other dangerous weapon or instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (20 USC 7151; Education Code 48902; Penal Code 245, 626.9, 626.10)~~

Advance Permission for Possession of a Weapon for Educational Purposes

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession which explains the planned use of the weapon and the duration, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, the student and staff person shall be provided

with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, all necessary precautions shall be taken to ensure the safety of all persons on school grounds and the safe keeping of the weapon, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if the weapon is possessed or used inappropriately.

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats

State

Pen. Code 16100-17360

Pen. Code 22810-23025

Pen. Code 245

Pen. Code 25200-25225

Pen. Code 30310

Pen. Code 417.4

Pen. Code 626.10

[possessing in school](#)

Pen. Code 626.9

Description

[Definitions](#)

[Tear gas weapon \(pepper spray\)](#)

[Assault with deadly weapon](#)

[Firearms; access to children](#)

[Prohibition against ammunition on school grounds](#)

[Imitation firearm; drawing or exhibiting](#)

[Dirks, daggers, knives, razor or stun gun; bringing or](#)

[Gun-Free School Zone Act of 1995](#)

Federal

20 USC 6301-8961

20 USC 7961

6 USC 665k

[Practices](#)

Description

No Child Left Behind Act

[Gun-Free Schools Act](#)

[Federal Clearinghouse on School Safety Evidence-Based](#)

Management Resources

CSBA Publication

Description

Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011

U.S. Department of Education Publication, [Guidance Concerning State and Local Responsibilities](#) Schools Act, 2018

Under the Gun-Free Website

Website

Website

[Services](#)

Website

Website

Website

Website

[Free Schools](#)

Website

Website

[U.S. Department of Homeland Security, Fusion Centers](#)

[California State Threat Assessment System](#)

[CSBA District and County Office of Education Legal](#)

[U.S. Department of Education, Safe Schools](#)

[National Alliance for Safe Schools](#)

[National School Safety Center](#)

[U.S. Department of Education, Office of Safe and Drug](#)

[California Department of Education, Safe Schools](#)

[CSBA](#)

Cross References

0450

0450

3515

3515

3515.7

3516.2

4158

4158

4258

4258

Description

[Comprehensive Safety Plan](#)

[Comprehensive Safety Plan](#)

[Campus Security](#)

[Campus Security](#)

[Firearms On School Grounds](#)

[Bomb Threats](#)

[Employee Security](#)

[Employee Security](#)

[Employee Security](#)

[Employee Security](#)

4358

[Employee Security](#)

4358

[Employee Security](#)

Cross References

Description

5116.1	<u>Intradistrict Open Enrollment</u>
5116.1	<u>Intradistrict Open Enrollment</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131	<u>Conduct</u>
5131.41	<u>Use Of Seclusion And Restraint</u>
5136	<u>Gangs</u>
5136	<u>Gangs</u>
5137	<u>Positive School Climate</u>
5138	<u>Conflict Resolution/Peer Mediation</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5141.4	<u>Child Abuse Prevention And Reporting</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>

Regulation 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
2. **3.** Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 2-1/2 ~~3-1/2~~ inches, folding knives with a blade that locks into place, and razors with an unguarded blade (Education Code 48915; Penal Code 626.10)
3. **4.** Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
4. **5.** Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun (Penal Code 626.10)
5. **6.** Any other dangerous device, instrument, or weapon, including those defined in Penal Code ~~42020~~ **16000-34370**, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
6. **7.** Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900; Penal Code 12550)

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall ~~do~~ **take** one of the following **actions**:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35291	<u>Governing board to prescribe rules for discipline of the schools</u>
Ed. Code 48902	<u>Mandatory notification of law enforcement authorities</u>
Ed. Code 48915	<u>Required recommendation for expulsions</u>
Ed. Code 48916	<u>Readmission</u>

State	Description
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats
Pen. Code 16100-17360	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)
Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10 possessing in school	Dirks, daggers, knives, razor or stun gun; bringing or
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal	Description
20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	Gun-Free Schools Act
6 USC 665k Practices	Federal Clearinghouse on School Safety Evidence-Based

Management Resources	Description
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Schools Act, 2018
Under the Gun-Free Website	U.S. Department of Homeland Security, Fusion Centers
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Safe Schools
Website	National Alliance for Safe Schools
Website	National School Safety Center
Website Schools	U.S. Department of Education, Office of Safe and Drug Free
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3515	Campus Security
3515	Campus Security
3515.7	Firearms On School Grounds
3516.2	Bomb Threats
4158	Employee Security

4158

[Employee Security](#)

4258

[Employee Security](#)

Cross References

4258
4358
4358
5116.1
5116.1
5125
5125
5131
5131.41
5136
5136
5137
5138
5141.4
5141.4
5144
5144
5144.1
5144.1
5144.2
5145.12
5145.12

Description

[Employee Security](#)
[Employee Security](#)
[Employee Security](#)
[Intradistrict Open Enrollment](#)
[Intradistrict Open Enrollment](#)
[Student Records](#)
[Student Records](#)
[Conduct](#)
[Use Of Seclusion And Restraint](#)
[Gangs](#)
[Gangs](#)
[Positive School Climate](#)
[Conflict Resolution/Peer Mediation](#)
[Child Abuse Prevention And Reporting](#)
[Child Abuse Prevention And Reporting](#)
[Discipline](#)
[Discipline](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)
[Search And Seizure](#)
[Search And Seizure](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 01, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to Board Policy BP/AR 5132 Dress and Grooming (Fox/Nocero)

The Board Policy BP/AR 5132 Dress and Grooming has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough, and highlighted language has been added.

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 approve and adopt the revisions to BP/AR 5132 Dress and Grooming, as presented.

ADDITIONAL MATERIALS:

Attached: [Updated Policy 5132 Dress And Grooming \(3 pgs\)](#)

[Updated Regulation 5132 Dress And Grooming \(3 pgs\)](#)

Policy 5132: Dress And Grooming

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are **that is** suitable for the school activities in which they participate. Students **must not wear** clothing **must not presents** a health or safety hazard or **causes a substantial** a distraction **which would interfere with** **to** the educational process **program**.

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

~~Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.~~

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. ~~Such a proposed dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.~~ Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 212.1	Nondiscrimination based on race or ethnicity
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35183	School dress code; uniforms
Ed. Code 35183.5	Sun-protective clothing
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 49066	Grades; effect of physical education class apparel

Management Resources	Description
Court Decision Education (1992)	Arcadia Unified School District v. California Department of 2 Cal. 4th 251
Court Decision 166	Harper v. Poway Unified School District (2006) 445 App. 3d
Court Decision	Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562
Court Decision	Jacobs v. Clark County School District (2008) 26 F. 3d 419
Court Decision	Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993) 827 F.Supp. 1459
Court Decision (1969) 393	Tinker v. Des Moines Independent Community School District U.S. 503
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Website	CSBA District and County Office of Education Legal Services

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5020	Parent Rights And Responsibilities

Cross References**Description**

5020	Parent Rights And Responsibilities
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5136	Gangs
5136	Gangs
5141.7	Sun Safety
5144	Discipline
5144	Discipline
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program

Regulation 5132: Dress And Grooming

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Reviewed Date: 11/02/2011

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board of Trustees policy and administrative regulations. These school dress codes shall be regularly reviewed.

~~Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)~~

In addition, the following guidelines shall apply to all regular school activities:

1. **Appropriate** Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (~~backpacks, fanny packs, gym bags, water bottles etc.~~) shall be free of writing, pictures or any other insignia which are ~~erude, vulgar, lewd, profane or sexually suggestive, or which promotes the use of alcohol, drugs, tobacco or other illegal activity.~~ which bear ~~drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.~~
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. **See-through tops and bare abdomens are prohibited.** ~~See-through or fish-net fabrics, halter tops, off the shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.~~
5. ~~Gym shorts may not be worn in classes other than physical education.~~
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic activities, and other extracurricular and co-curricular activities.

~~Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.~~

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

Students shall be allowed to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

~~The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.~~

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that

reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. **As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.**

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 212.1	Nondiscrimination based on race or ethnicity
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35183	School dress code; uniforms
Ed. Code 35183.5	Sun-protective clothing
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 49066	Grades; effect of physical education class apparel

Management Resources

Management Resources	Description
Court Decision Education (1992)	Arcadia Unified School District v. California Department of Education (1992) 2 Cal. 4th 251
Court Decision 166	Harper v. Poway Unified School District (2006) 445 App. 3d 166
Court Decision	Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562
Court Decision	Jacobs v. Clark County School District (2008) 26 F. 3d 419
Court Decision	Marvin H. Jeglin et al v. San Jacinto Unified School District et al (C.D. Cal. 1993) 827 F.Supp. 1459

Court Decision
(1969) 393

Tinker v. Des Moines Independent Community School District
U.S. 503

Court Decision

Hartzell v. Connell (1984) 35 Cal. 3d 899

Website

[CSBA District and County Office of Education Legal Services](#)

Cross References

0450

[Comprehensive Safety Plan](#)

0450

[Comprehensive Safety Plan](#)

5020

[Parent Rights And Responsibilities](#)

5020

[Parent Rights And Responsibilities](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5131

[Conduct](#)

5136

[Gangs](#)

5136

[Gangs](#)

5141.7

[Sun Safety](#)

5144

[Discipline](#)

5144

[Discipline](#)

Cross References

Description

5145.2

[Freedom Of Speech/Expression](#)

5145.2

[Freedom Of Speech/Expression](#)

5145.3

[Nondiscrimination/Harassment](#)

5145.3

[Nondiscrimination/Harassment](#)

5145.6

[Parent/Guardian Notifications](#)

5145.6-E PDF(1)

[Parent/Guardian Notifications](#)

5145.7

[Sex Discrimination and Sex-Based Harassment](#)

5145.7

[Sex Discrimination and Sex-Based Harassment](#)

6141.2

[Recognition Of Religious Beliefs And Customs](#)

6141.2

[Recognition Of Religious Beliefs And Customs](#)

6173

[Education For Homeless Children](#)

6173

[Education For Homeless Children](#)

6173-E PDF(1)

[Education For Homeless Children](#)

6173-E PDF(2)

[Education For Homeless Children](#)

6173.1

[Education For Foster Youth](#)

6173.1

[Education For Foster Youth](#)

6175

[Migrant Education Program](#)

6175

[Migrant Education Program](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 2025

Agenda Section: Section G: Conclusion

Future Agenda Items (DeGenna)

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

<u>Item</u>	<u>Proposed Meeting Date</u>
Discussion of public comments process	10/9/25 (Special)
Board Rotation	10/9/25 (Special)
Discussion of Talent Search program	10/15/25
Hiring Practices/Processes	11/5/25
Issues with Parking at Sites	11/5/25
Recognition of Teacher Activities with Non-Profits	12/17/25
Study Session on Ethnic Studies	01/2026
Discussion of District Logo	01/2026
General Discussion of Reading Programs	TBD
Process for Naming Schools	TBD

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 01, 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, September 26, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A