

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 15, 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

October 15, 2025

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Lynn Ebor, Principal, McAuliffe School, will introduce Xiomara Gonzalez, 3rd grade student in Ms. Cervantes's class at McAuliffe, and Cielo Gonzalez, 2nd grade student in Mrs. Hayman's class at McAuliffe, 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 Michael Ray Campos, 5th grade student in Ms. Lusparyan's class at McAuliffe School and in Spanish by Santiago Perez, 4th grade student in Ms. Diaz's class at McAuliffe School. The McAuliffe School Mission and Vision Statement will be read in English by Madison Prebble, 5th grade student in Ms. Llamas's class at McAuliffe.

A.4. Presentation by McAuliffe School

Lynn Ebor, Principal, McAuliffe School, will provide a short presentation to the Board regarding McAuliffe. 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. CAASPP Data Presentation (Fox/Thomas)

The Director of School Performance and Student Outcomes will present a report on the CAASPP Data.

A.7. Discussion re: Oxnard School District Logo (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees have a discussion regarding the Oxnard School District logo.

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

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

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will now convene in closed session to consider the items listed under Closed Session.

A.9. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
- Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - 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. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

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

A.11. Report Out of Closed Session

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

A.12. Update on Immigration Impact (DeGenna)

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

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

B.2. Public Hearing to Present Findings of Sufficient Instructional Materials for 2025-2026 and Request for Adoption of Resolution #25-08 (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 hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2025-2026 and adopt Resolution #25-08, as presented.

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. Approval of the 2025-26 Quarterly Report on Williams Uniform Complaints – First Quarter (Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the 2025-26 First Quarter Report on Williams Uniform Complaints, as presented.

C.2. Establishment, Increase in Hours, and Abolishment 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, increase in hours and abolishment of positions, as presented.

C.3. Personnel Actions (Carroll/Fuentes)

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

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- C.4. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)**
It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Rocio Ramirez, Brianna Gonzalez, Juan Carlo Gutierrez, Jessica Delgado, Katy Garcia, Patricia Romero, Gabriela Dena, Giselle Moreno, Joseph Flores, Gracie Almanza, Michelle Smith, Alexa Ramirez, Alicia Alcantar, Eric Beadle, Josue Ordaz, Antonio Alvarez, and Michelle Smith, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 24-27, 2026, in Chicago, IL, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.
- C.5. Enrollment Report (Pifko)**
District enrollment as of August 29, 2025, was 12,518. This is 499 less than the same time last year.

District enrollment as of September 30, 2025, was 12,495. This is 531 less than the same time last year.
- C.6. Approval of Change Order No. 002 to Construction Services Agreement #24-115 with Edwards Construction Group for the Modernization Project at Ritche 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 #002 to Construction Service Agreement #24-115 with Edwards Construction Group, for various unforeseen field conditions during Phase I construction of the Modernization Project at Ritche Elementary School, in the amount of \$85,448.61, to be paid out of Measure I Bond Funds 215.
- C.7. Approval of Change Order No. 002 to Construction Services Agreement #24-143 with Viola, Inc. for the Modernization Project at McAuliffe 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 No. 002 with Viola, Inc., to provide funds for various Potential Change Orders (PCO's) for the Modernization Project at McAuliffe Elementary School, in the amount of \$50,396.19, to be paid out of Measure I Bond Funds 215.
- C.8. Ratification of Change Order #002 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K Project (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 ratify Change Order #002 to Agreement #23-237 with Edwards Construction Group, Inc., for a required Interim Fire Alarm System for the kitchen, CDR and NFL Buildings at the Marina West PS/TK/K Project, in the amount of \$2,429.62, to be paid out of the County School Facilities Fund 350.
- C.9. Approval of Notice of Completion – Agreement #22-230 with Enviroplex, Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Pifko/Bennett/CFW)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the

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Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion, Agreement #22-230 for the Drifill Elementary School New Transitional Kindergarten Project, Modular Construction Services with Enviroplex, Inc., and authorize its filing with the Ventura County Recorder's Office.

C.10. Approval of Notice of Completion – Agreement #22-238 with Viola Inc. for the Drifill Elementary School New Transitional Kindergarten Facilities (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 the Notice of Completion, Agreement #22-238 for the Drifill Elementary School New Transitional Kindergarten Project, Lease Leaseback Services with Viola, Inc. and authorize its filing with the Ventura County Recorder's Office.

C.11. Purchase Order/Draft Payment Report No. 25-03 (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report No. 25-03, as submitted.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.12. Approval of Agreement #25-141 – Challenge Day (Fox/Kemp)

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-141 with Challenge Day, to provide an interactive program for Soria School's seventh graders that promotes empathy, connection, and self-awareness, December 4, 2025, in the amount of \$7,550.00, to be paid out of Title I Funds.

C.13. Agreement #25-142 – Mobile Ed Productions Inc. (Fox/Higa)

It is the recommendation of the Principal, Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-142 with Mobile Ed Productions Inc., to provide six (6) Sky Dome planetarium assemblies to 6th through 8th grade students at Frank Academy, January 27, 2026, in the amount not to exceed \$2,500.00, to be paid out of Title 1 Funds.

C.14. Approval of Agreement #25-143 – Mindset Academy by SWEAT III (Fox/De Los Santos/Ordaz)

It is the recommendation of the Principal, Fremont Academy, the Principal, Curren School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-143 with Mindset Academy by SWEAT III, to provide group workshops focused on Social-Emotional Learning (SEL), Positive Behavioral Interventions and Supports (PBIS), Student Voice, and Character Development for K-5 students at Curren School and 6-8 students at Fremont Academy, October 16, 2025 through June 30, 2026, in the amount of \$9,850.00 for Curren School, to be paid out of Title I Funds, and in the amount of \$19,400.00 for Fremont Academy, to be paid out of Comprehensive Support and Improvement Funds.

C.15. Approval of Agreement #25-144, Read Naturally, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-144 with Read Naturally, Inc., to provide Special Education teachers in the Oxnard School District with professional development training on its

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web-based reading intervention program that strengthens fluency, comprehension, and vocabulary, October 16, 2025 through June 30, 2026, in the amount of \$3,900.00, to be paid out of Special Education Funds.

- C.16. Approval of Agreement #25-145– Diversified Thermal Services (Pifko/Bennett)**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-145 with Diversified Thermal Services, to provide professional air conditioning services, including emergency and repair services, for HVAC systems and controls at all Oxnard School District locations, October 16, 2025 through June 30, 2026, in the amount of \$100,000.00, to be paid out of Routine Restricted Maintenance Funds.
- C.17. Approval of Agreement #25-147– Green Globe HVAC, Inc. (Pifko/Bennett)**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-147 with Green Globe HVAC, Inc., to provide professional HVAC services including repairs, equipment, and installation for all Oxnard School District locations, October 16, 2025 through June 30, 2026, in the amount not to exceed \$100,000.00, to be paid out of Routine Restricted Maintenance Funds.
- C.18. Approval of Agreement #25-148– American Building Comfort Services, Inc. (Pifko/Bennett)**
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-148 with American Building Comfort Services, Inc., to provide professional HVAC services, including system repairs and preventive maintenance, for all Oxnard School District locations, October 16, 2025 through June 30, 2026, in the amount not to exceed \$150,000.00, to be paid out of Routine Restricted Maintenance Funds.
- C.19. Approval of Agreement #25-149– Montgomery Hardware Co. (Pifko/Bennett)**
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-149 with Montgomery Hardware Co., to provide professional locksmith services, including all necessary materials and supplies, to maintain and support the security needs of all Oxnard School District locations, October 16, 2025 through June 30, 2026, in the amount of \$100,000.00, to be paid out of Routine Restricted Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

- C.20. Ratification of Amendment #1 to Agreement #25-90 – Meathead Movers (Pifko)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #25-90 with Meathead Movers, to cover additional moving services that were provided in support of the phased construction projects at Rose Avenue, McAuliffe, and Ritchen Elementary Schools, in the amount of \$9,285.20, to be paid out of the Unrestricted General Fund.
- C.21. Ratification of Agreement #25-146– Insight Environmental, Inc. (Pifko/Bennett)**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #25-146 with Insight Environmental, Inc., to continue to provide environmental testing services across all district

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sites, as needed, to ensure safety and compliance with regulatory standards, July 1, 2025 through June 30, 2026, in the amount not to exceed \$10,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.22. Ratification of Agreement #25-150 with Enviroplex, Inc. for the Driffill Elementary School New Transitional Kindergarten Project (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 ratify Agreement #25-150 with Enviroplex, Inc., to supply and install an additional drinking fountain on the exterior of Building 800 at the new Driffill Elementary School New Transitional Kindergarten Project, to be completed following the completion of the contract, September 9, 2025 through June 30, 2026, in the amount of \$5,865.00, to be paid out of Measure I Bond Funds 215.

C.23. Ratification of Agreement #25-151 with Viola, Inc. for the Driffill Elementary School New Transitional Kindergarten Project (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 ratify Agreement #25-151 with Viola Inc., to furnish and install the ADA required guardrails on each side of the new drinking fountain outside of Building 800 at the Driffill Elementary School New Transitional Kindergarten Project, September 5, 2025 through June 30, 2026, in the amount of \$4,806.47, to be paid out of Measure I Bond Funds 215.

C.24. Ratification of Agreement #25-152 with Universal Engineering Sciences (UES) to Provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees ratify Agreement #25-152 with Universal Engineering Sciences (UES), to provide additional geotechnical engineering services required by DSA for the Fremont Middle School Reconstruction Project, February 1, 2024 through June 30, 2027, in the amount of \$23,500.00, to be paid out of Measure I Bond Funds 215.

Section D: ACTION

D.1. Approval of Agreement #25-153 - Crisis Prevention Institute (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-153 with Crisis Prevention Institute, to provide a Trainer-of-Trainers program for principals, counselors, and clinicians on Nonviolent Crisis Intervention verbal de-escalation methods, October 17 and October 20, 2025, in the amount of \$253,200.80, to be paid out of LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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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 0410: Nondiscrimination in District Programs and Activities (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP 0410: Nondiscrimination in District Programs and Activities, as presented for First Reading. The revised policies will be presented for Second Reading and adoption at a future Board meeting.

F.2. First Reading – Revisions to Exhibit and New Policy 4112.9, 4212.9, 4312.9: Employee Notifications (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to Exhibit and New Policy 4112.9, 4212.9, 4312.9: Employee Notifications, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at a future Board meeting.

F.3. First Reading – Revisions to BP 4121: Temporary/Substitute Personnel Regulation and New AR 4121 (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP 4121: Temporary/Substitute Personnel Regulation and new AR 4121 for First Reading, as presented. The policies will be presented for Second Reading and Adoption at a future Board meeting.

F.4. First Reading - Revisions to BP/AR 5111.1 District Residency (Fox/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Pupil Services, that the Board of Trustees receive the revisions to BP/AR 5111.1 District Residency, as presented for First Reading.

F.5. Second Reading and Adoption - Revisions to BP/AR 5145.3 Nondiscrimination /Harassment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP/AR 5145.3 Nondiscrimination /Harassment, 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 BP/AR 5145.7: Sexual Harassment (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP/AR 5145.7: Sexual Harassment, as presented for Second Reading.

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Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.7. Second Reading and Adoption – 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 adopt the revisions to AR/Exhibit 5145.71: Title IX Sexual Harassment Complaint Procedures, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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>
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 Talent Search Program	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

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Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, October 10, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section A: Report

CAASPP Data Presentation (Fox/Thomas)

The Director of School Performance and Student Outcomes will present a report on the CAASPP Data.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

ADDITIONAL MATERIALS:

Attached: [Presentation \(25 pages\)](#)



Student Outcomes

2024-25 School Year

Student assessment data provides information on the “Achiever” trait of the student profile.



Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator
Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

Collaborator
Students will be collaborative learners; able to communicate and learn through and with others.

Digital Learner
Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.

Focused on the Future
Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

Global Thinker
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

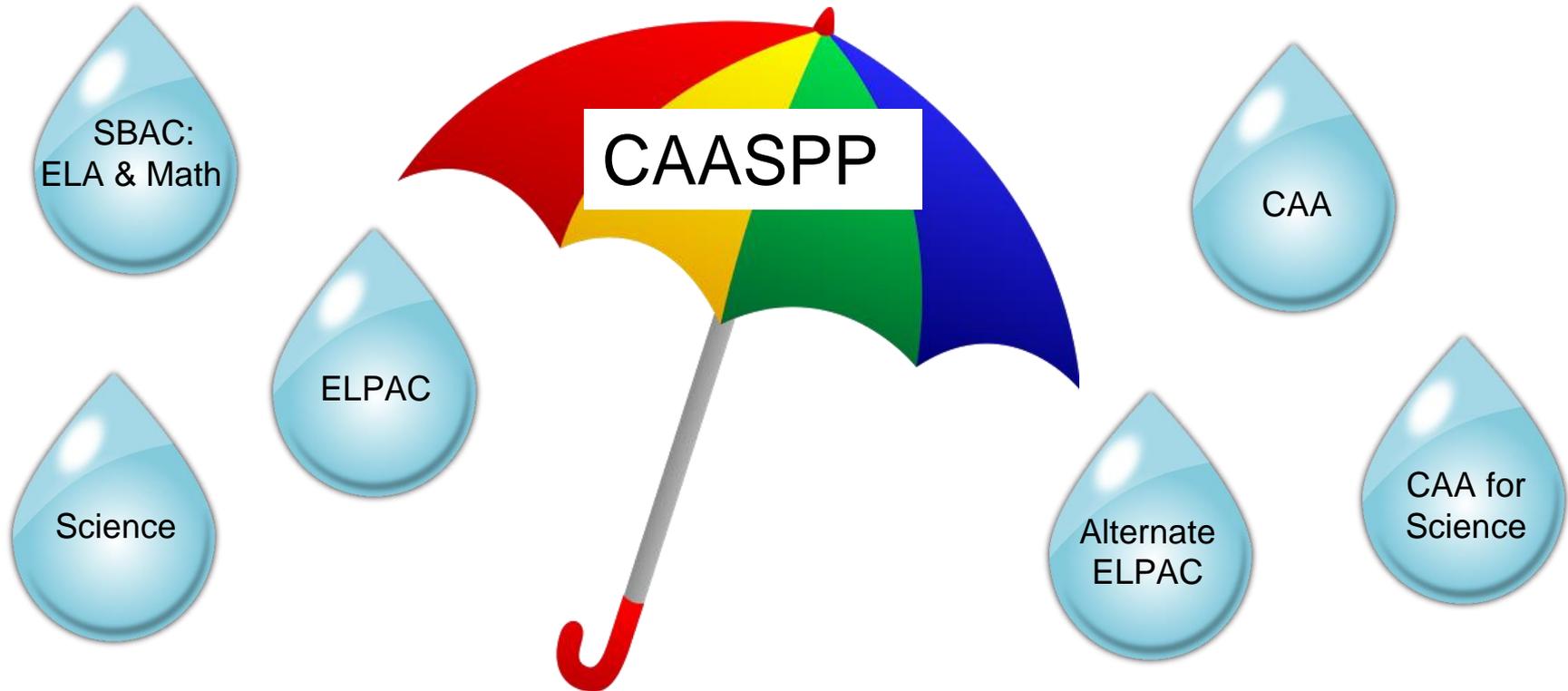
Achiever
Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

Problem Solver
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

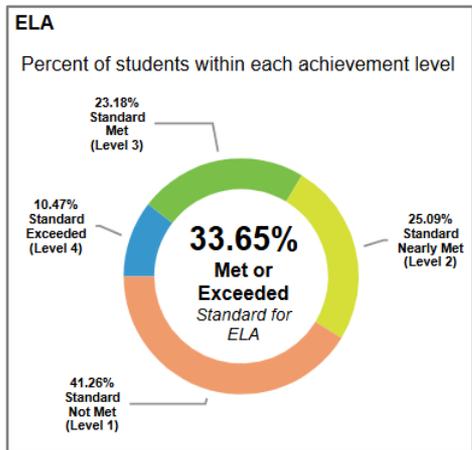
Oxnard School District

Changing the World!
In School and Beyond

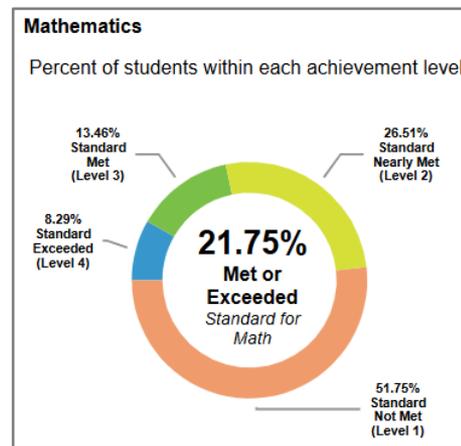
California Assessment of Student Performance and Progress



Oxnard School District Overall 2024-2025 CAASPP



	ELA-All
2024-25	34
2023-24	30
2022-23	29
2021-22	29
2020-21	N/A
2018-19	30
2017-18	26

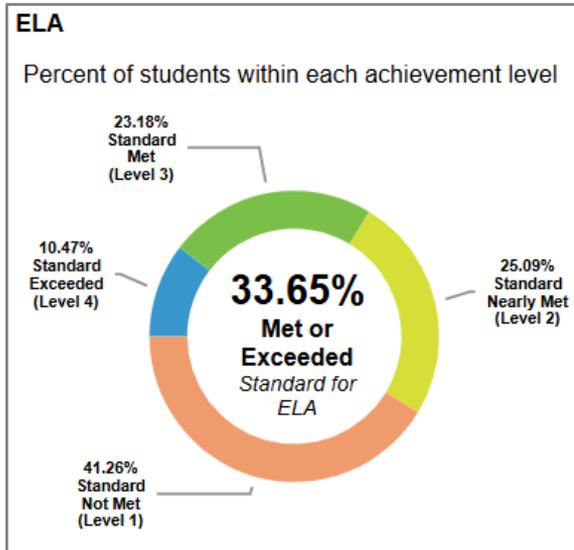


	Math-All
2024-25	22
2023-24	20
2022-23	18
2021-22	15
2020-21	N/A
2018-19	17
2017-18	14



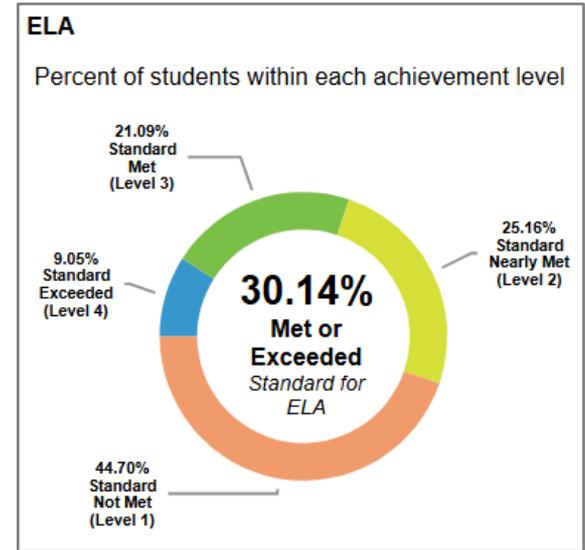
Comparison OSD CASSPP Scores English Language Arts

2024-2025



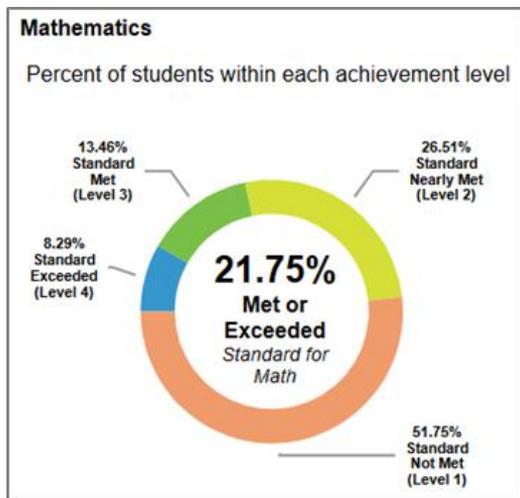
Growth: +3.51%

2023-2024



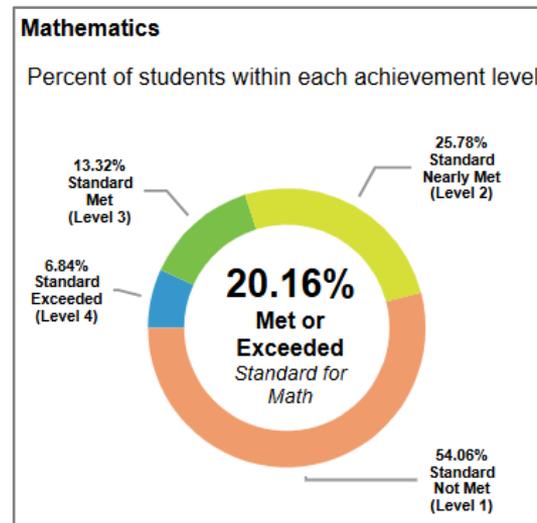
Comparison OSD CASSPP Scores Math

2024-2025



Growth: +1.59%

2023-2024



Multi-Year Cohort Comparison-8th grade-All

ELA

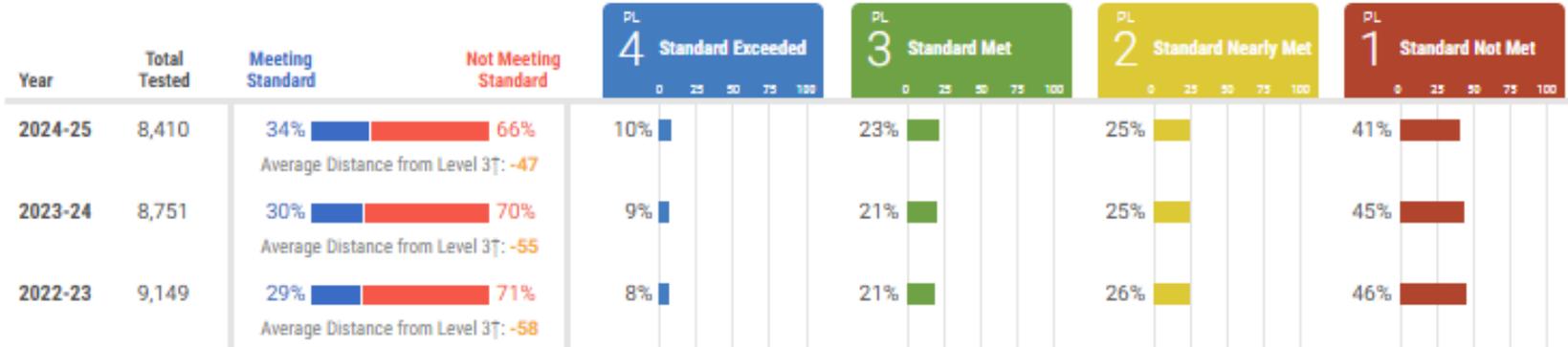
Smarter Balanced Performance Summary - Multi-Year Comparison [All Students Tested]

Test: All ELA Tests (Summative)

Sites: Oxnard School District

Years: 2024-25, 2023-24, and 2022-23

Overall & Claim Performance for Oxnard School District



Multi-Year Cohort Comparison-8th grade-All

Math

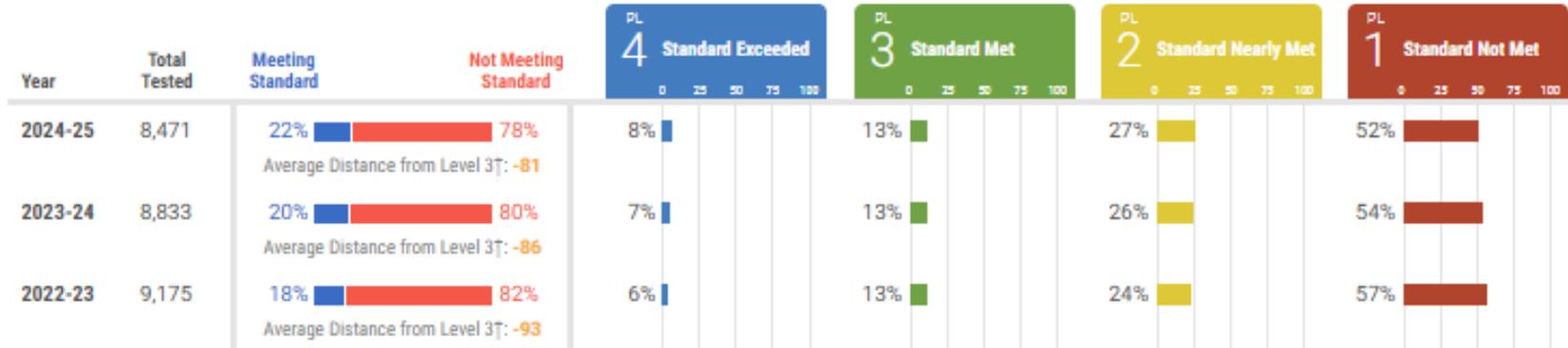
Smarter Balanced Performance Summary - Multi-Year Comparison [All Students Tested]

Test: All Math Tests (Summative)

Sites: Oxnard School District

Years: 2024-25, 2023-24, and 2022-23

Overall & Claim Performance for Oxnard School District



Student Groups

ELA CAASPP 24-25

Youth in Foster Care - 33.3%

African American- 30.5%

Asian- 64.9%

Hispanic- 32.4%

Students Receiving SPED Services- 6.69%

Youth Experiencing Socioeconomic Disadvantages- 31.2%

Student Groups

Math CAASPP 24-25

Youth in Foster Care - 10%

African American- 18.6%

Asian- 56.14%

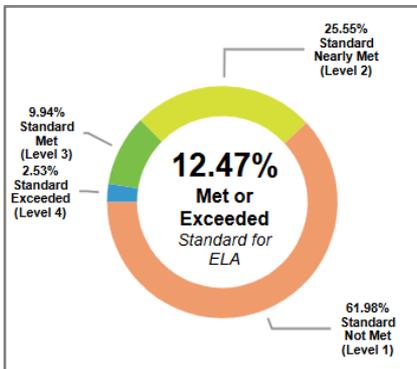
Hispanic- 20.44%

Students Receiving SPED Services- 5.4%

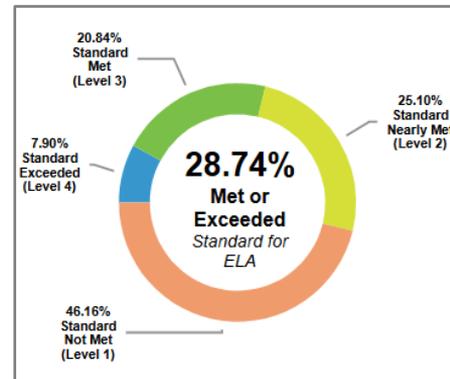
Youth Experiencing Socioeconomic Disadvantages- 19.8%

Emergent Multilingual Learners - ELA

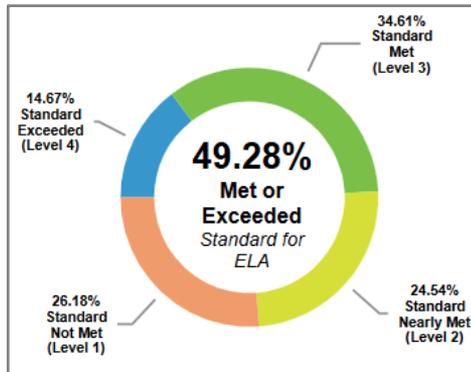
ELs



Ever ELs

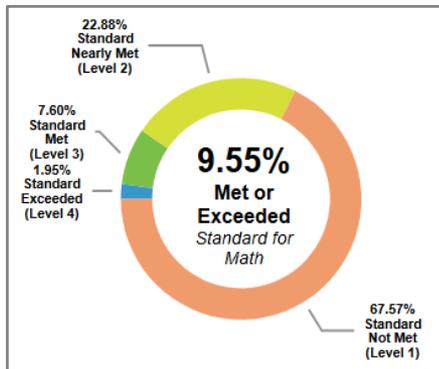


Reclassified
English Proficient

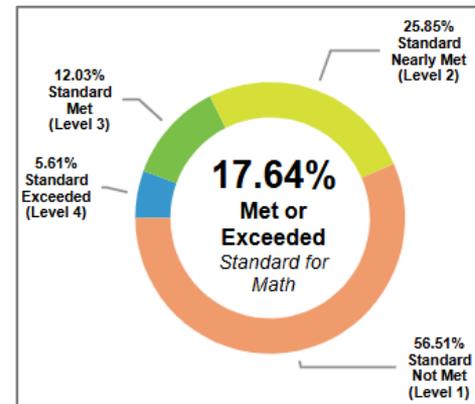


Emergent Multilingual Learners - Math

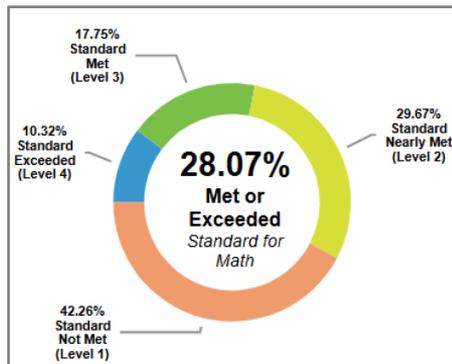
ELs



Ever ELs

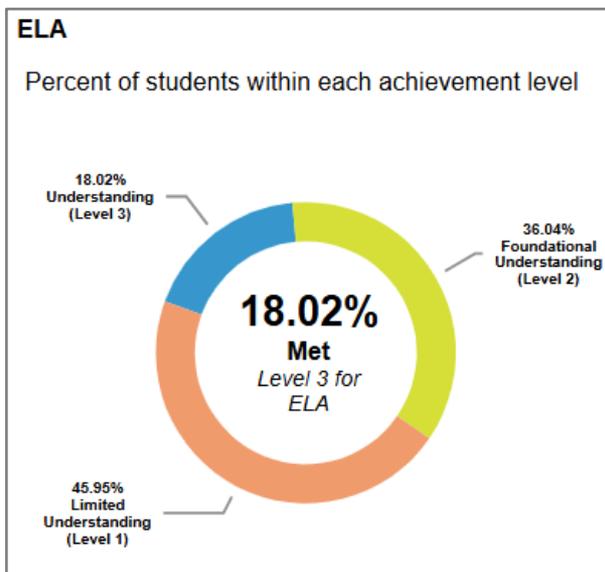


Reclassified
English Proficient

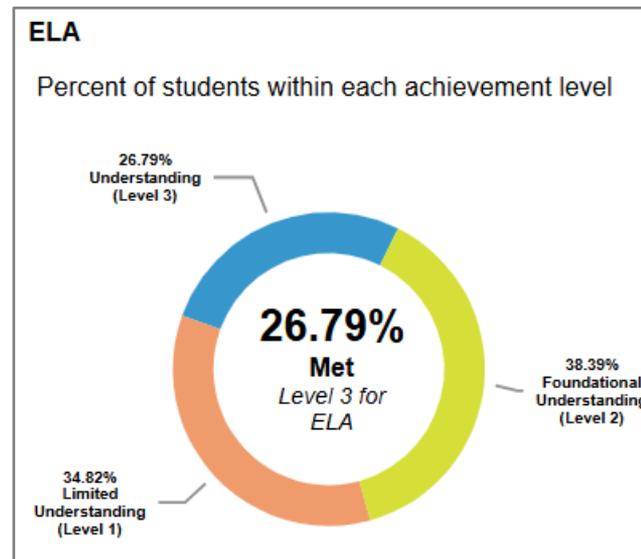


California Alternate Assessment - ELA

2024-25

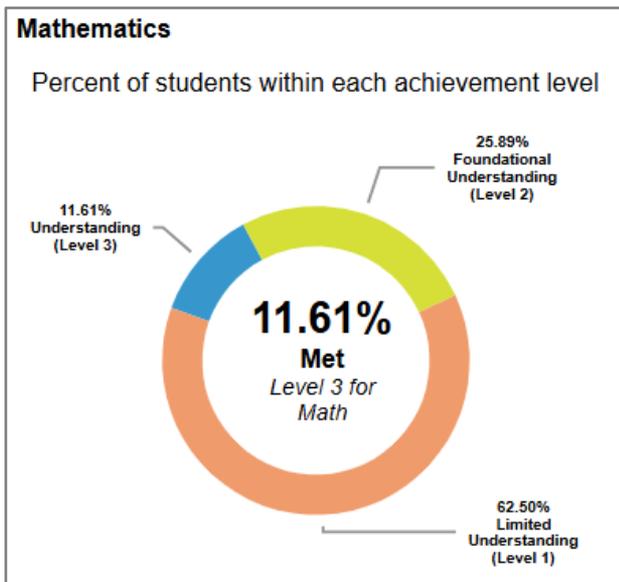


2023-24

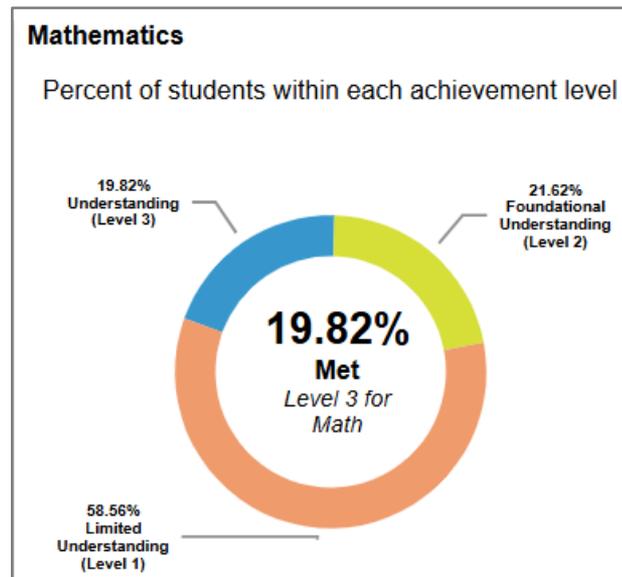


California Alternate Assessment - Math

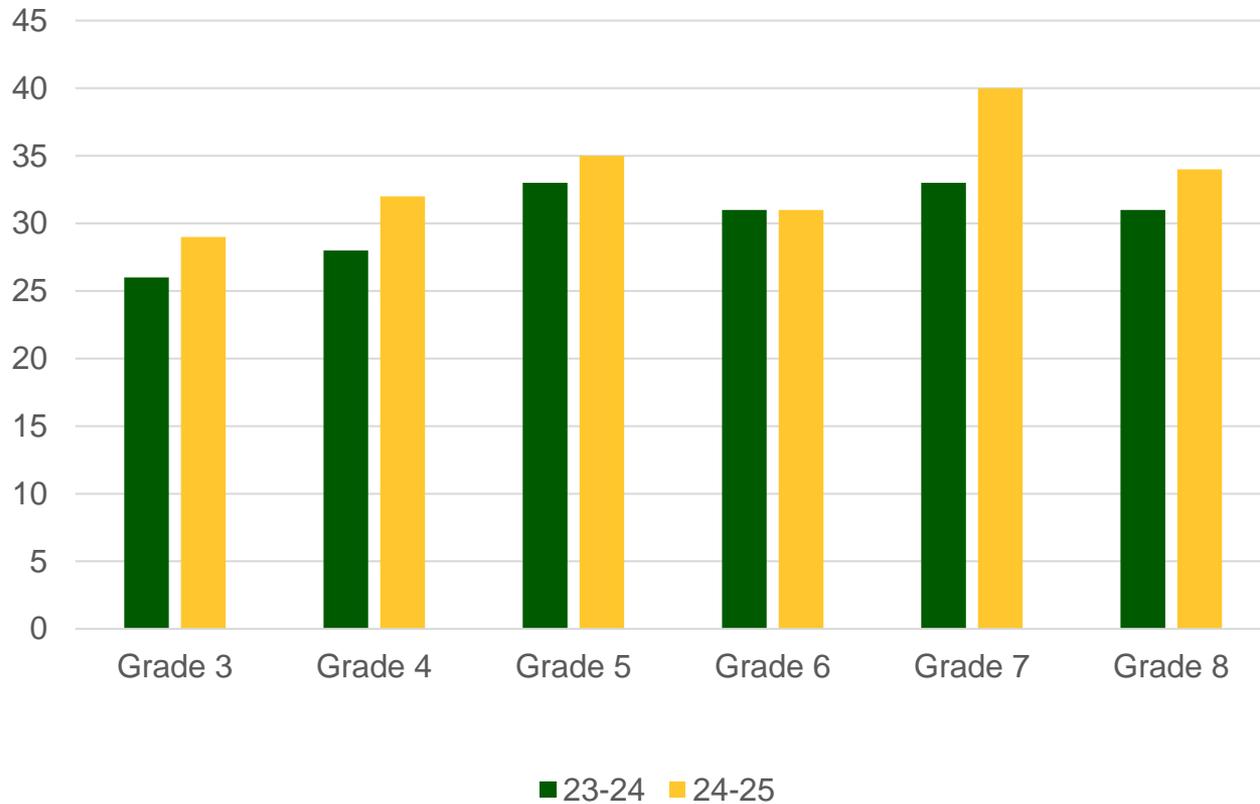
2024-25



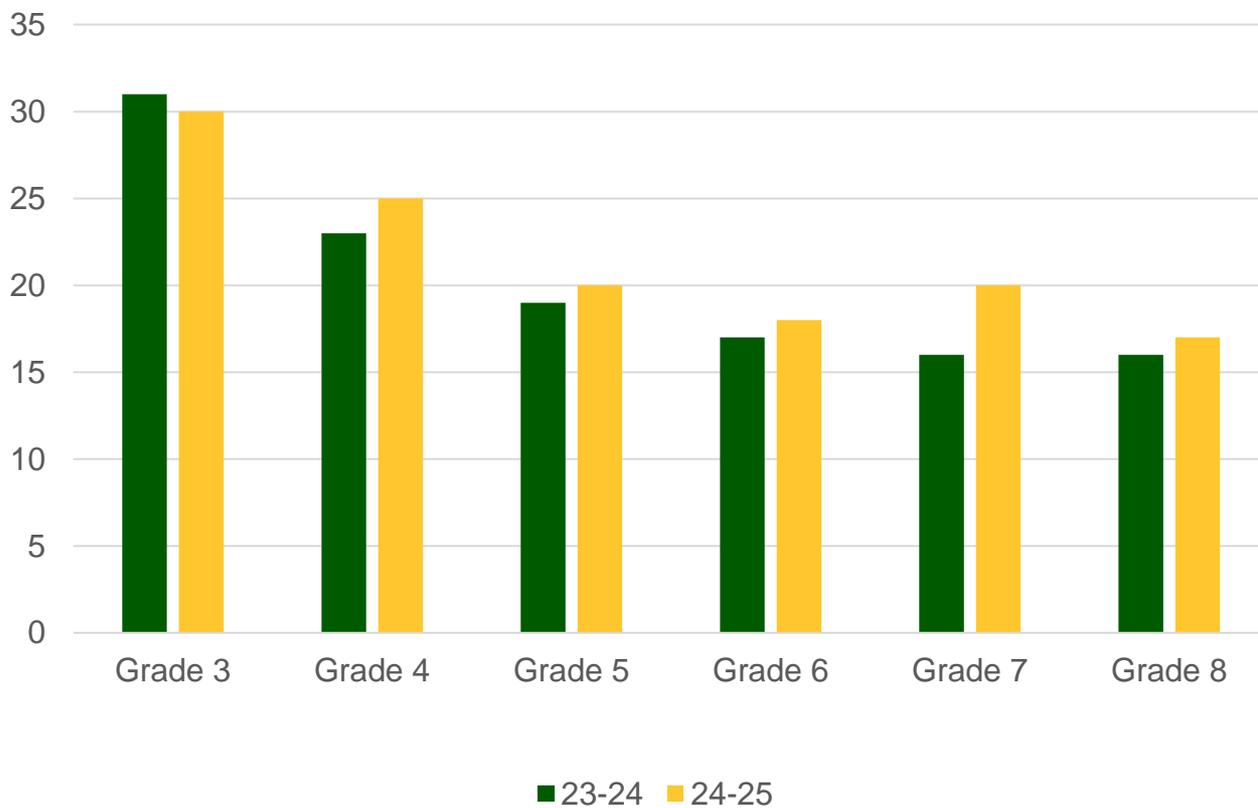
2023-24



CAASPP Comparison by Grade Level - ELA

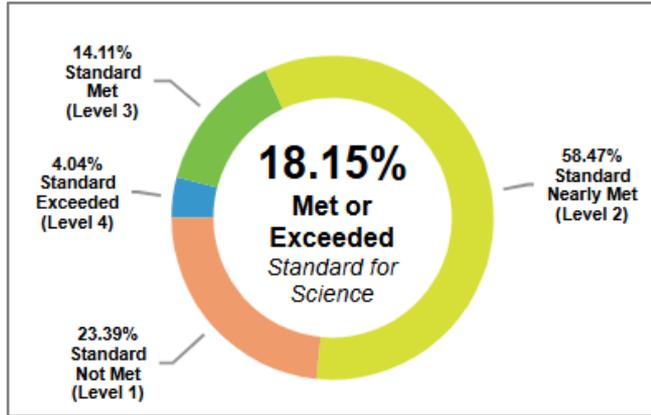


CAASPP Comparison by Grade Level - Math



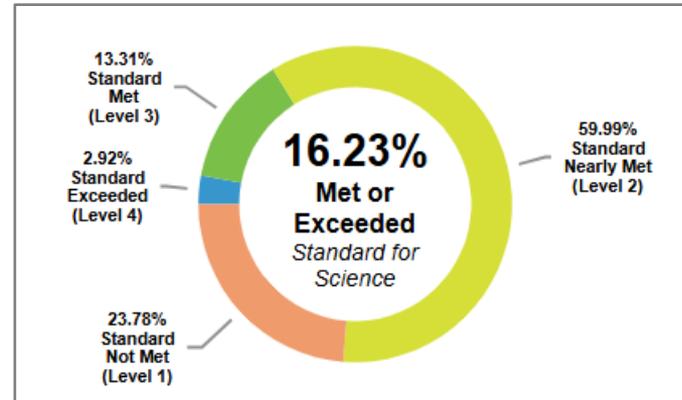
Comparison OSD CASSPP Scores Science

2024-2025



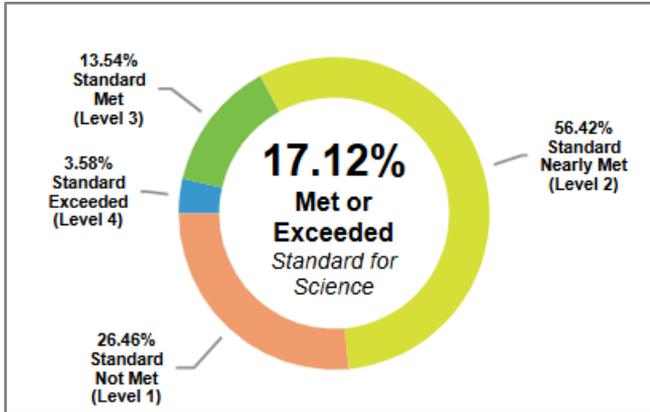
Growth: +1.92%

2023-2024

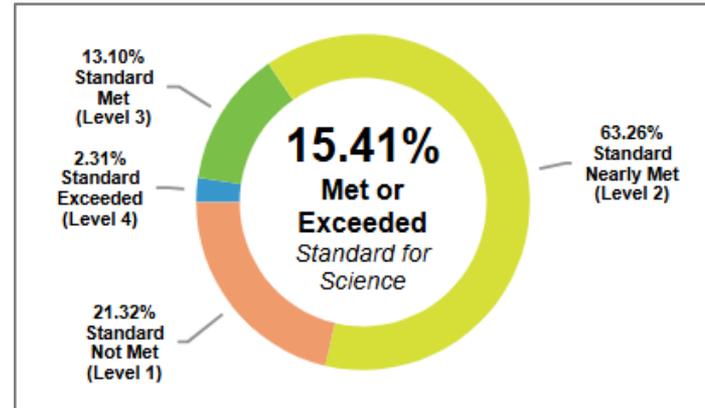


2024-25 OSD CASSPP Scores Science

5th grade

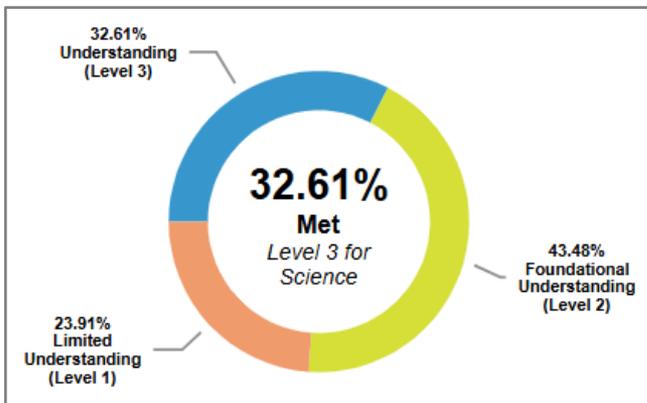


8th grade



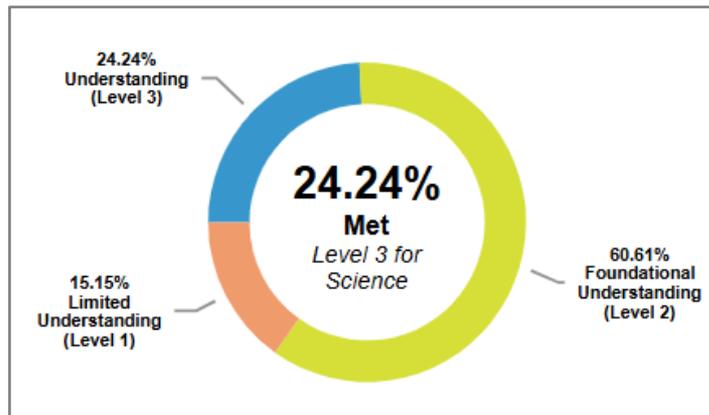
California Alternate Assessment Science 2024-25 vs 2023-24

CAA for Science 2024-25



Growth: +8.37%

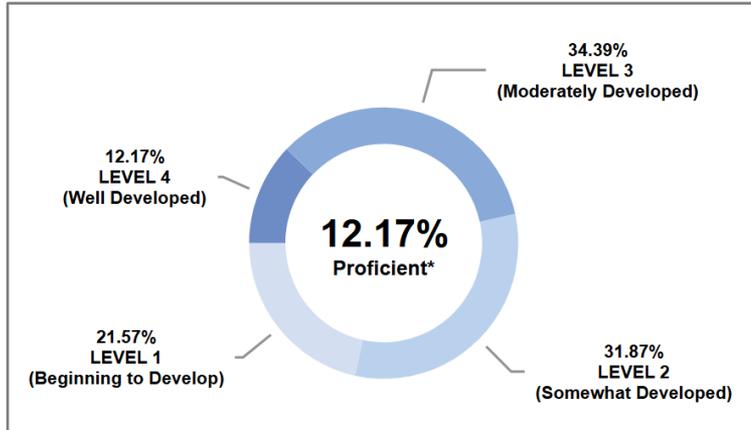
CAA for Science 2023-24



ELPAC

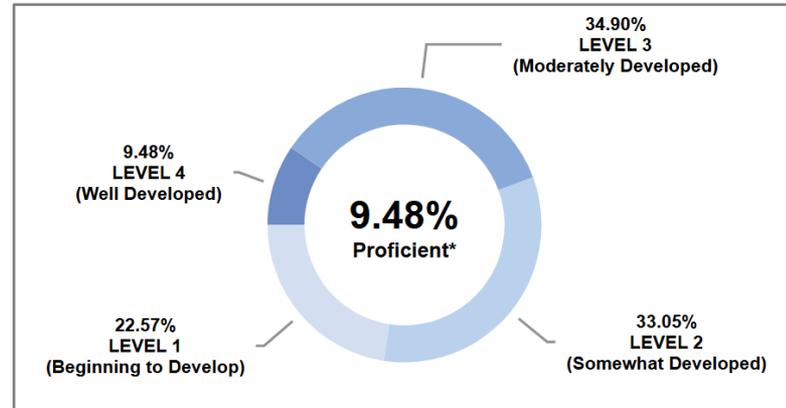
2024-25 vs 2023-24

ELPAC 2024-25



Growth: +2.69%

ELPAC 2023-24



Highlights

Exceptional Growth (7% and Above)

These schools demonstrated *outstanding gains*, showing what is possible through focused instruction, collaboration, and belief in every student’s potential:

English Language Arts	Mathematics	Science	ELPAC
Ramona – 10.3% Marina West – 8.76% Ritchen – 7.49%	Ritchen – 7.77%	Ritchen – 17.16% Rose Avenue – 9.44%	Ritchen – 14.85% Fremont – 10.77% Harrington – 10.02% Sierra Linda – 7.68%

Highlights

Significant Growth (5–6%)

These campuses achieved *strong and measurable progress*, reflecting effective teaching, collaboration, and commitment to continuous improvement:

English Language Arts	Mathematics	Science	ELPAC
Kamala – 6.41% Sierra Linda – 5.9% Fremont – 5.23%	Marshall – 6.23% Brekke – 6.07% Marina West – 5.81% Lopez – 4.98%	Harrington – 5.25%	Chavez – 6.29% McAuliffe – 5.23%

Highlights

Notable Progress (4% and Above)

These schools demonstrated *steady improvement and forward momentum*, contributing meaningfully to districtwide growth and student success:

English Language Arts	Mathematics	Science	ELPAC
McAuliffe – 4.1% Chavez – 4.8%	Curren – 4.59% Fremont – 4.18%	Curren – 4.3% Lemonwood – 4.39% Frank – 3.83% Lopez – 3.85%	Lopez – 3.93% Lemonwood – 4.3% Curren – 3.69% Marshall – 3.39%

To Be Continued...

- Curriculum Alignment
- Evidence-based first instruction
- Collaboration
- Deepen Understanding of Standards
- Strengthen Leadership Network
- Targeted Intervention
- Coaching Support and Resources
- ELOP/Enrichment Opportunities



Thank You



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 15, 2025

Agenda Section: Section A: Preliminary

Discussion re: Oxnard School District Logo (DeGenna)

The Board of Trustees will have a discussion regarding the Oxnard School District logo.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees have a discussion regarding the Oxnard School District logo.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 15, 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 15, 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. 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 15, 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 15, 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 15, 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 15, 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. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section B: Hearing

Public Hearing to Present Findings of Sufficient Instructional Materials for 2025-2026 and Request for Adoption of Resolution #25-08 (Fox/Thomas)

A public hearing will be held to present the findings of sufficient 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 do not take place during or immediately following school hours.

FISCAL IMPACT:

A resolution of the sufficiency on instructional materials releases the remainder of the textbook funds not yet spent.

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 hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2025-2026 and adopt Resolution #25-08, as outlined.

ADDITIONAL MATERIALS:

Attached: [Resolution 25-08 \(2 pgs\)](#)

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

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



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Resolution #25-08 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 15, 2025, at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the governing Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Finding of Sufficient Instructional Materials:

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math, adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

K-5th Imagine Learning, Twig Science, adopted 2021

6th, 7th and 8th McGraw Hill, Inspire, adopted 2020

History-Social Science:

K-5th Teacher Curriculum Institute, Social Studies Alive!, adopted 2023
6th, 7th and 8th Cengage, National Geographic Learning, adopted 2018

Reading/Language Arts:

K-5th McGraw-Hill, Wonders/Maravillas, adopted 2016
6th, 7th and 8th McGraw-Hill, Study Sync, adopted 2017

ELD:

K-5th McGraw Hill, Wonders, adopted 2016
6th, 7th and 8th Houghton Mifflin-Harcourt, English 3D, adopted 2015

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2025-26 school year, the Oxnard School District/Ventura County Office of Education has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES _____ NOES _____ ABSENT: _____

Attest:

President

Secretary

Policy Reference UPDATE Service

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OXNARD SCHOOL DISTRICT

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

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: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Approval of the 2025-26 Quarterly Report on Williams Uniform Complaints – First Quarter (Carroll)

Pursuant to the Williams Settlement (Assembly Bill 2727), all school districts are required to report quarterly to their Governing Boards regarding any complaints received in the following areas:

- Instructional Materials
- Teacher Vacancy or Misassignment
- Facilities Conditions

These reports promote equity, transparency, and compliance with Education Code Section 35186 by providing timely updates to the Board and the public.

Summary of Complaints – First Quarter (July 1 – September 30, 2025)

- No complaints were filed regarding instructional materials, teacher vacancy/misassignment, or facilities conditions.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the 2025-26 First Quarter Report on Williams Uniform Complaints as presented.

ADDITIONAL MATERIALS:

Attached: [Quarterly Report on Williams UCP Form_1st_qtr_2025-26 \(1 page\)](#)

**Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]**



**VENTURA COUNTY
OFFICE OF EDUCATION**

Dr. César Morales, County Superintendent of Schools

Fiscal Year 2025-26

District: Oxnard School District
 Person completing this form: Dr. Scott Carroll
 Title: Assistant Superintendent, HR

Quarterly Report Submission Date:
 (please check one)

October 31, 2025 (7/1 to 9/30)
 January 31, 2026 (10/1 to 12/31)
 April 30, 2026 (1/1 to 3/31)
 July 31, 2026 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: 10/15/2025

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

Dr. Anabolena DeGenna

Print Name of District Superintendent

 Signature of District Superintendent

 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Establishment, Increase in Hours, and Abolishment of Positions (Carroll/Fuentes)

Establishment

A five hour forty-five minute 183-day Paraeducator Special Education position number 13378 to be established at Ritchen School. This position will be established per contract and to assist with the classroom needs.

A four hour 183-day Paraeducator General Education position number 13368 to be established at Lemonwood School. This position will be established to provide additional support.

Increase of Hours

A split position 183-day Paraeducator Special Education position number 10858 being collapsed into a single position to be increased to five hour forty-five minutes at Soria School. This position will be increased to assist with the classroom needs.

Abolish

The following positions to be abolished due to the new established positions of Child Nutrition Worker II.

A five hour 185-day Child Nutrition Worker position number 2217 to be abolished at Frank Academy.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 81 to be abolished at Child Nutrition Services.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 198 to be abolished at Rose Avenue School.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 383 to be abolished at Elm School.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 612 to be abolished at Rose Ave. School.

A 6 185-day Child Nutrition Worker position number 1170 to be abolished at McKinna School.

A 5 hour 185-day Child Nutrition Worker position number 1704 to be abolished at McKinna School.

A 5 hour 185-day Child Nutrition Worker position number 2133 to be abolished at Curren School.

A 5 hour 185-day Child Nutrition Worker position number 2174 to be abolished at Ritchen School.

A 5 hour 185-day Child Nutrition Worker position number 2767 to be abolished at Curren School.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 6407 to be abolished at Chavez School.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 6412 to be abolished at Child Nutrition Services.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 6550 to be abolished at Sierra Linda.

A 5 hour 185-day Child Nutrition Worker position number 6626 to be abolished at Child Nutrition Services.

A 5 hour 185-day Child Nutrition Worker position number 6678 to be abolished at Harrington School.

A 5 hour 185-day Child Nutrition Worker position number 1176 to be abolished at Child Nutrition Services.

A 5 hour 185-day Child Nutrition Worker position number 2214 to be abolished at Child Nutrition Services.

A 5 hour thirty minutes 185-day Child Nutrition Worker position number 2395 to be abolished at Child Nutrition Services.

FISCAL IMPACT:

Cost for 2 Paraeducator Special Education positions \$63,928.00 SPED funds (Establish and Increase in Hours positions)

Cost for 1 Paraeducator General Education positions \$24,372.00 Title I funds (Establish position)

Savings for 18 Child Nutrition Worker positions \$739,130.00 Child Nutrition School Program funds (Abolish positions)

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, increase in hours and abolishment of positions, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Items 10.15.25 \(1 pg\).pdf](#)
[Classified Personnel Items 10.15.25 \(2 pgs\).pdf](#)

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

Ayala, Jessica	Intervention Service Provider, Driffill	2025/2026 School Year
Villicana, Monique	Intervention Service Provider, Driffill	2025/2026 School Year
Viveros, Chrystal	Intervention Service Provider, Lemonwood	2025/2026 School Year

Bravo, Sylvia	Substitute Teacher	2025/2026 School Year
Davalos, Elissa	Substitute Teacher	2025/2026 School Year
Lopez, Nathan	Substitute Teacher	2025/2026 School Year
Marquez Naranjo, Eduardo	Substitute Teacher	2025/2026 School Year
Quiroa, Grace	Substitute Teacher	2025/2026 School Year

Resignation

Melgoza, Julie	Intervention Service Provider, Chavez	October 2, 2025
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New Hires

Cano, Daniela	Paraeducator General Education, Harrington School 6 hrs./183 days	09/22/2025
Corona, Diego A	Paraeducator Special Education, Driffill School 5.75 hrs./183 days	09/29/2025
Flores, Jonathan U	Irrigation Specialist, Grounds 8 hrs./245 days	09/29/2025
Gonzales, Stephanie M	Paraeducator General Education, Chavez School 4 hrs./183 days	09/24/2025
Importante, Victor C	Campus Assistant, Lopez Academy 5.75 hrs./180 days	09/15/2025
Mendoza, Carol A	Campus Assistant, Lopez Academy 5.75 hrs./180 days	09/17/2025
Ochoa, Adamary	Paraeducator General Education, Ramona School 6 hrs./183 days	09/29/2025
Sanchez, Sarah M	Paraeducator General Education, Driffill School 6 hrs./183 days	09/23/2025
Rosales Sandoval, Angie	Paraeducator General Education, Rose School 6 hrs./183 days	09/22/2025
Yañez, Joselynn D	Paraeducator General Education, Chavez School 6 hrs./183 days	09/29/2025
Villagomez, Juan J	Campus Assistant, Frank Academy 5.75 hrs./180 days	09/15/2025
Zuniga Romero, Yasmin G	Campus Assistant, Fremont Academy 5.75 hrs./180 days	09/22/2025

Limited Term/Substitutes

Angeles Ortega, Silvia J	Paraeducator (Substitute)	09/23/2025
Avalos, Andrea	Paraeducator (Substitute)	09/23/2025
Cano, Victoria-Ana	Paraeducator (Substitute)	09/17/2025
Chairez, Adrian G	Paraeducator (Substitute)	09/25/2025
Chalmers, Sophia D	Paraeducator (Substitute)	09/23/2025
Carr, Alicia R	Paraeducator (Substitute)	09/17/2025
Flores, Yessenia S	Paraeducator (Substitute)	09/17/2025
Flores Bonilla, Kimberly M	Paraeducator (Substitute)	09/17/2025
Garcia, Maria A	Paraeducator (Substitute)	09/17/2025
Gomez, Anthony	Paraeducator (Substitute)	09/23/2025
Gonzalez, Esteffany	Paraeducator (Substitute)	09/17/2025
Lopez, Lizeth	Paraeducator (Substitute)	09/23/2025
Lor, Nisha G	Paraeducator (Substitute)	09/17/2025
Magaña, Karla	Paraeducator (Substitute)	09/08/2025
Martin, Christine O	Paraeducator (Substitute)	09/23/2025
Ramirez, Jacqueline A	Paraeducator (Substitute)	09/17/2025
Rangel, Serena R	Paraeducator (Substitute)	08/28/2025
Villa Garcia, Giselle	Paraeducator (Substitute)	09/15/2025

Promotion

Alvarado, Karen	Senior Payroll Technician, Budget and Finance 8 hrs./245 days Payroll Technician, Budget and Finance 8hrs./245 days	09/19/2025
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Jasso, Dimna I	Child Nutrition Worker II, Child Nutrition Services Itinerant 6 hrs./185 days Child Nutrition Worker, Sierra Linda School 5.5 hrs./185 days	10/01/2025
Ochoa, Maria J	Child Nutrition Worker II, Child Nutrition Services Itinerant 6 hrs./185 days Child Nutrition Worker, Sierra Linda School 5.5 hrs./185 days	10/01/2025

Transfers

Pacheco, Rita O	Paraeducator General Education, Marina West School 4 hrs./183 days	09/17/2025
Rodriguez, Ana I	Paraeducator General Education, Sierra Linda School 6 hrs./183 days	09/17/2025
Sierra, Yesenia	Paraeducator Special Education, Special Education 8 hrs./183 days	09/22/2025
Wofford, Aimee M	Speech Language Pathology Assistant, Marshall School 8 hrs./183 days	09/22/2025

Resignations

Barnett, Robert I	Campus Assistant, Fremont Academy 5.75 hrs./180 days	09/24/2025
Barragan, Alma L	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	09/26/2025
Burga, Kevin R	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	09/26/2025
Castañeda, Angel R	Grounds Maintenance Worker I, Grounds 8 hrs./245 days	09/12/2025
Tandingan, Rachel J.	Paraeducator General Education, Brekke School 6 hrs./183 days	09/25/2025
Tello, Gabriel	Custodian, Chavez School 8 hrs./245 days	10/31/2025
Vargas, Nancy	Child Nutrition Worker, Kamala School 5.5 hrs./185 days	09/30/2025
Vazquez, Sarah E	Payroll Technician, Budget and Finance 8 hrs./245 days	10/08/2025

Retirement

Barksdale, Darlene	Campus Assistant, Curren School 5.75 hrs./180 days	09/30/2025
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

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

The Board's approval is requested for out of state conference attendance for Rocio Ramirez, Brianna Gonzalez, Juan Carlo Gutierrez, Jessica Delgado, Katy Garcia, Patricia Romero, Gabriela Dena, Giselle Moreno, Joseph Flores, Gracie Almanza, Michelle Smith, Alexa Ramirez, Alicia Alcantar, Eric Beadle, Josue Ordaz, Antonio Alvarez, and Michelle Smith, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 24-27, 2026, in Chicago, IL.

FISCAL IMPACT:

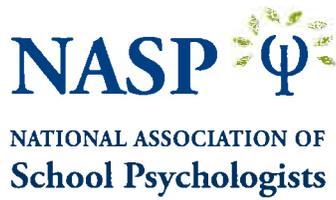
Not to exceed \$1,500.00 per attendee for registration, travel, meals and lodging, to be paid from OSSA Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Rocio Ramirez, Brianna Gonzalez, Juan Carlo Gutierrez, Jessica Delgado, Katy Garcia, Patricia Romero, Gabriela Dena, Giselle Moreno, Joseph Flores, Gracie Almanza, Michelle Smith, Alexa Ramirez, Alicia Alcantar, Eric Beadle, Josue Ordaz, Antonio Alvarez, and Michelle Smith, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 24-27, 2026, in Chicago, IL, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(3 pages\)](#)



NASP Annual Convention

Feb 24–27, 2026 | Chicago, IL

NASP 2026

ANNUAL CONVENTION

SAVE the DATE

LEADING TODAY
REDEFINING TOMORROW

NASP 2026

The graphic is a promotional banner for the NASP 2026 Annual Convention. It features a light blue background with a white diagonal line. The text "Feb 24–27, 2026 | Chicago, IL" is at the top. Below it, "NASP 2026" is written in large white letters, with "ANNUAL CONVENTION" in smaller blue letters underneath. An orange banner with the text "SAVE the DATE" is positioned to the right. A circular logo with a blue border contains the text "LEADING TODAY" at the top and "REDEFINING TOMORROW" at the bottom, with a stylized city skyline in the center. A small orange banner with "NASP 2026" is also present. In the bottom right corner, there is a white circle containing a black icon of a person in a wheelchair, representing an accessibility feature. The background of the graphic shows a blurred image of a conference room with people.

Important Dates

Call for Presentation Proposals Opens

May 1, 2025

Presentation Proposal Submissions Due (11:59 p.m.)

Jun 18, 2025

Registration Opens (10:00 a.m. ET)

Oct 1, 2025



Virtual Express Package

Stream the NASP 2025 Annual Convention from work or from home. The Virtual Package includes 8 Documented Sessions, 50 Poster Presentations, 60-Days, General Session live stream, and 60 days on-demand access.



[Get Handouts](#)

2-DAY VIRTUAL EVENT

RECEIVE THE MOST PERTINENT TRAINING
for Experienced School Psychologists

NASP ADVANCED SKILLS INSTITUTE
JULY 8-9, 2025 REGISTER BY **JULY 7**

CALL FOR PROPOSALS



NASP 2026 ANNUAL CONVENTION
CALL FOR PRESENTATION PROPOSALS
February 24-25, 2026 - Chicago, IL

Please consider presenting your work at the 2026 annual convention in Chicago, IL. The convention is an outstanding venue in which to showcase your research and practice. NASP is especially seeking presentations that will appeal to seasoned practitioners and assist them in delivering the highest quality, evidence-based practices in schools.

Mini-Skills, Papers, Posters, Practitioner Conversations, & Symposia

This page provides an overview of the submission process. The detailed instructions needed to successfully submit your proposal will be available online (<https://www.nasponline.org/develop>) in April 2025. Please note the important dates on the reverse side of this flyer. Presentations should be in one of the following formats:

MINI-SKILLS: (1 hour, 30-minute presentations) Maximum of four total contributors and four total presenters. These sessions are designed to provide skills and information that will be immediately applicable for practitioners (write to use on Monday morning). These sessions are appropriate for seasoned practitioners to share their knowledge with other practitioners.

PAPERS: (30-minute presentations) Maximum of four total contributors and four total presenters. Papers address topics relevant to the profession and inform research and/or practice. These sessions are appropriate for sharing research, program evaluations, and other evidence-based projects.

POSTERS: (30-minute presentations) Maximum of four total contributors and four total presenters. Posters are visual presentations scheduled in groups that average 20-40 presenters in each poster time slot.

PRACTITIONER CONVERSATION SESSIONS: (30-minute presentations) Maximum of two total presenters and two total contributors. These sessions are designed to promote sharing of the real world experiences of school psychologists who are implementing evidence-based practices. Presenters outline their topic for 15-20 minutes and then lead a structured discussion of participant experiences with the topic. To facilitate meaningful conversation, these sessions are placed in relatively small rooms for a maximum of 30 participants. Unlike the other session types, which focus primarily on providing information to attendees, these sessions focus on providing an exchange of ideas among all participants. That is, the presenters serve primarily as facilitators of discussion among attendees. These sessions are especially appropriate for topics related to one of NASP's Interest Groups (IGs). See <https://www.nasponline.org/membership-and-community/nasp-interest-groups> for a list of IGs.

SYMPOSIUM: (30-minute presentations) Maximum of five total contributors and five total presenters. These sessions provide several (sometimes contrasting) views on a single topic or issue. Typically, three papers are presented briefly and then a discussant provides reactions to the papers.

NASP seeks presentations that support seasoned practitioners in delivering high-quality, evidence-based school practices.

View details on presentation types and deadlines. Presentation proposal submissions are due **June 18 at 11:59 p.m. ET.**

[Learn More](#)

Interested in Presenting at NASP 2026?

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814
P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Enrollment Report (Pifko)

District enrollment as of August 29, 2025, was 12,518. This is 499 less than the same time last year.

District enrollment as of September 30, 2025, was 12,495. This is 531 less than the same time last year.

FISCAL IMPACT:

N/A

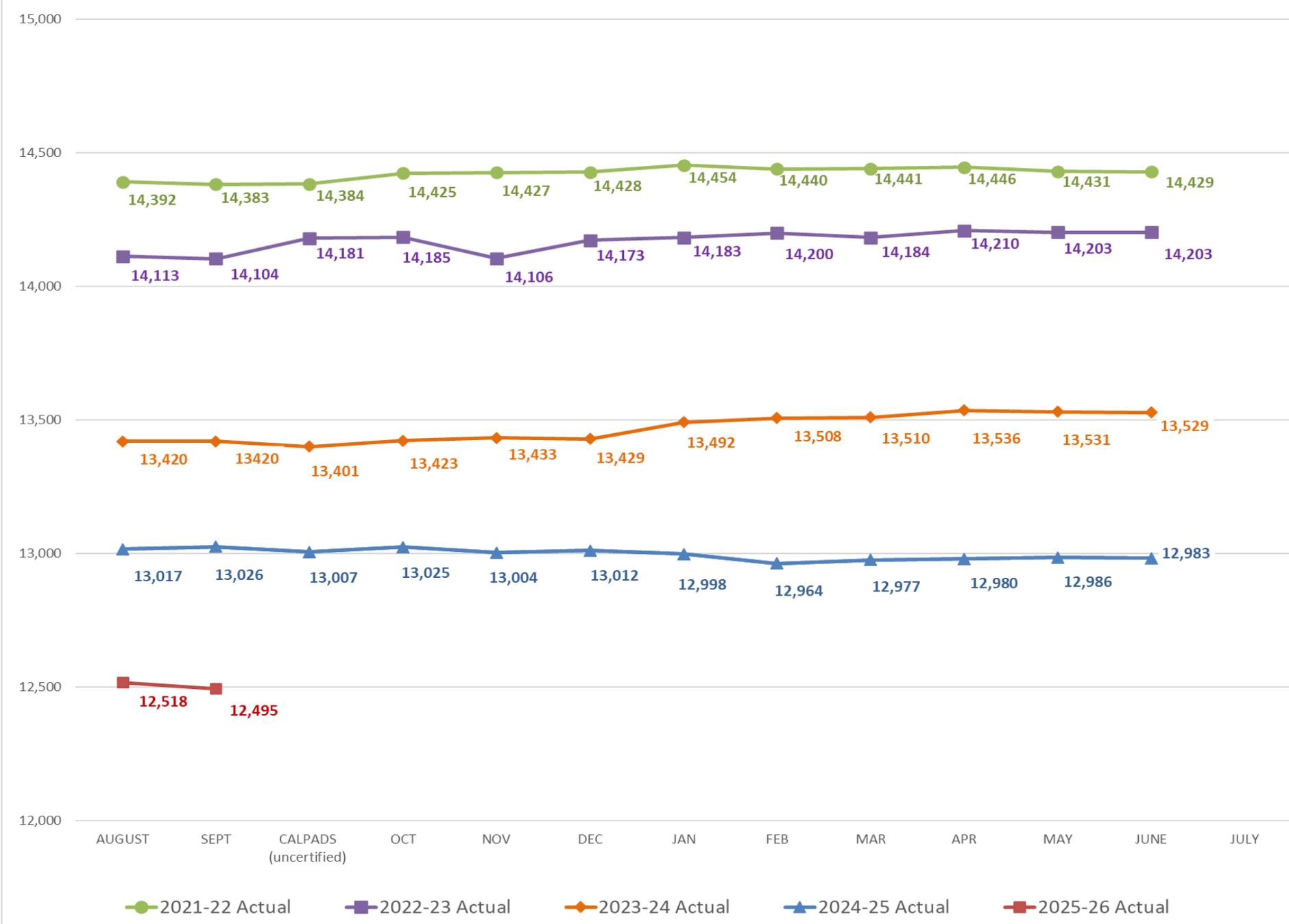
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-OSD Enrollment History 2021-22 through 2025-26 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2021-22 through 2025-26 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Approval of Change Order No. 002 to Construction Services Agreement #24-115 with Edwards Construction Group for the Modernization Project at Ritche 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. 002 is to provide funds for the project for the various unforeseen field conditions during Phase I construction.

FISCAL IMPACT:

\$85,448.61 – 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 #002 to Construction Service Agreement #24-115 with Edwards Construction Group.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 002 \(2 Pages\)](#)

[Proposal \(9 Pages\)](#)

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

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



CHANGE ORDER #002

Date: 10/15/2025

Change Order NO. 002

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	\$	78,414.47
ADJUSTED CONTRACT SUM	\$	6,476,649.47
NET CHANGE	\$	<u>85,448.61</u>

Total Change Orders to Date:	\$	163,863.08
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 002	\$	6,562,098.08

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 #20 CCD 05 Ceiling Upgrades Only Phase 1				\$8,918.91
2.	PCO #019 CCD 02 Typical Classroom Casework		\$76,529.70		
3.					
4.					
	Totals	\$ 0.00	\$76,529.70	\$ 0.00	\$8,918.91

Total Change Order No. 002\$ \$85,448.61

**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 #019: CCD 02 - Casework

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	FROM:	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	019 / 3	CONTRACT:	P25-03019 - Ritchen Elementary School Modernization LLB
REQUEST RECEIVED FROM:	Ruben Ruiz (Arcadis)	CREATED BY:	Matthew Hernandez (Edwards Construction Group, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/11/2025
REFERENCE:	CCD 02 (Casework)	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$76,529.70

POTENTIAL CHANGE ORDER TITLE: CCD 02 - Casework

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CCD 02 - Casework/Soffit

Provide all labor, materials and equipment for the revised typical classroom casework, Add (25) 48" x 84" tall open storage with slope top for marker boards.

White Melamine interiors have been selected
This is for typical classrooms only. Kinder, special day rooms, etc are TBD.

ATTACHMENTS:

[AE Cabinets - Sloped Storage Cabinets CO#1.pdf](#)

#	Budget Code	Description	Amount
1	PCO-019.S Potential Change Order 19.Commitment	CCD 02 - Typical Classroom Casework	\$65,410.00
		Subtotal:	\$65,410.00
		Self Perform (15.00%):	\$0.00
		Subcontractor (10.00%):	\$6,541.00
		Contractor (5.00%):	\$3,270.50
		Bond (2.00%):	\$1,308.20
		Grand Total:	\$76,529.70

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

CHANGE ORDER

Ritchen Elem

Project Name

2200 Cabrillo Way, Oxnard CA

Project Address

Edwards Construction

Project Manager Name / Firm Name

#1

Change Order Number

3/11/25

Change Order Date

DESCRIPTION OF CHANGES:

(check here and attach additional pages if more space is needed.)

Per ADD-01 add (25) classrooms 48"x84" tall open storage cabinets with laminate sloped top to house marker boards. Panolam Oxford White Melamine price = \$65410.00
Material and fabrication (Labor) price per cabinet = \$392.00
Labor/delivery price per cabinet = \$480.13
Total cost per cabinet/soffit = \$872.13
(3) cabinets per room \$872 x (3) = \$2616.40
Total cost (25) classrooms x \$2616.40 = \$65,410.00

PRICE. These changes (select one):

- raise lower the price of the contract to \$ _____
 do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

- extend shorten the duration of the project by _____ days.
 do not affect the duration of the project.

COMPLETION. The new approximate date of completion is: _____

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature

Contractor Signature

Printed Name

Date

Andrew Morin

3/11/25

Printed Name

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 #020: CCD-05 Ceiling Upgrades Only Phase 1

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	FROM:	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	020 / 1	CONTRACT:	P25-03019 - Ritchen Elementary School Modernization LLB
REQUEST RECEIVED FROM:	Ruben Ruiz (Arcadis)	CREATED BY:	Matthew Hernandez (Edwards Construction Group, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/17/2025
REFERENCE:	CCD 05	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	Phase 1	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	20 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$8,918.91

POTENTIAL CHANGE ORDER TITLE: CCD-05 Ceiling Upgrades Only Phase 1

CHANGE REASON: Existing Condition

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

CCD-05 Ceiling Upgrades

The scope includes materials and labor for the installation of compression posts, seismic wires, perimeter wires, and all required seismic clips as outlined in CCD-05.

In preparation for this work, outreach was made to local vendors to validate pricing and explore potential cost savings. However, all responsive proposals were higher than the pricing provided by Acoustic Works.

As directed, this scope of work will proceed on a time and material basis.

- Scope is limited strictly to the installation of compression posts, perimeter wires, and seismic clips.
- No costs for framing or other trades are included at this time
- Pricing reflects Phase 1 only.

ATTACHMENTS:

[Acoustic Works - Change order CCD 05 with Time Sheets.pdf](#)

#	Budget Code	Description	Amount
1	PCO-020.S Potential Change Order 20.Commitment	CCD 05 Compression struts and seismic clips only	\$7,623.00
		Subtotal:	\$7,623.00
		Self Perform (15.00%):	\$0.00
		Subcontractor (10.00%):	\$762.30
		Contractor (5.00%):	\$381.15
		Bond (2.00%):	\$152.46
		Grand Total:	\$8,918.91

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



AcousticWorks, Inc.

SUSPENDED ACOUSTIC CEILINGS/ DOORS
 LICENSE NO. 775459
 622 AERO WAY
 ESCONDIDO, CALIFORNIA 92029
 PHONE (760) 480-1113 FAX (760) 480-9039

DATE: 8/10/2025
 FROM: Aaron Sellers
 TO: Edwards Consturion
 ATTN: Rob/ Matt

RE: Ritchen Elementary School
2200 Cabrillo Way,
Oxnard, Ca

NUMBER OF PAGES TO FOLLOW:
 0

CHANGE ORDER REQUEST # 7A

SUBJECT: Co-ordination and Complete Code Work upper ceilings Per CCD05

MATERIAL DESCRIPTION:	TOTAL		
7-28-25: 100 Wires & Lags			\$400.00
7-29-25: 100 wires & Lags, 200 Post Nut & bolt assemblies, 1 bundle 2 1/2" X 12' X 20 ga. Compression struts			\$711.00
7-30-25: 100 wires & lags, 100- BERC Clips, 1- Pc. Wall Angle, 1- Pc. Main Runner			\$812.00
		TOTAL	\$1,923.00
LABOR DESCRIPTION:	HOURS	RATE	TOTAL
7-28-25: Regular time PW Labor to upgrade code upper ceilings per CCD 05 2 men 8 hours each	16.00	\$95.00	\$1,520.00
7-28-25: Overtime PW same day. 2 men 2 hours each	4.00	\$142.50	\$570.00
7-29-25: Regular Time PW Labor to upgrade code upper ceilings per CCD 05. 2 men 8 hours each.	16.00	\$95.00	\$1,520.00
7-29-25: Overtime PW same day. 2 men 2 hours each.	4.00	\$142.50	\$570.00
7-30-25: Regular Time PW Labor to upgrade code upper ceilings per CCD 05. 2 men 8 hours each	16.00	\$95.00	\$1,520.00
		TOTAL	\$5,700.00
		LABOR SUB TOTAL	\$7,623.00
		10% PROFIT & OVERHEAD	\$762.30
		TOTAL ADD:	\$8,385.30

If you have any questions please feel free to call: (760) 480-1113

ADDITIONAL WORK AUTHORIZATION



ACOUSTICWORKS, INC

Lic #775459
622 Aero Way
Escondido, CA 92029
(760) 480-1113

PHASE 1

UPGRADE EXISTING SLOPED CEILING TO CODE COMPLIANCE

OWNER'S NAME Edwards Co	PHONE 760-708-7340	DATE 07/28/25	
STREET 2200 Cabrillo Way	JOB NAME Rchen Elementary	JOB NUMBER	
CITY Oxnard	STATE CA	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Coating out upper ceiling
Jordan Sellers
8 hours work
~~Zack sprayed~~
2 hours overtime
Zack sprayed
8 hours work
2 hours overtime
total
16 hours work
4 hours ~~work~~ overtime
100 ceiling wire
100 wood lags

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

ACOUSTICWORKS, INC

Lic #775459

622 Aero Way

Escondido, CA 92029

(760) 480-1113



T-bar Phase 1

UPGRADE EXISTING SLOPED CEILING TO CODE COMPLIANCE

OWNER'S NAME Edwards Co	PHONE 760-208-7590	DATE 07/29/25	
STREET 2200 Cabrillo Way	JOB NAME Richey Elementary	JOB NUMBER	
CITY Escondido	STATE CA	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Coating out upper ceilings
Jordan Sellers
8 hours work
2 hours overtime
Zack Sprayed
8 hours work
2 hours overtime

Total
16 hours work
4 hours overtime
100 ceiling tiles
1 bundle Zoga Post
200 bolts/nuts

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature LOZ Tim Hoyt (OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature [Signature] (CONTRACTOR SIGNS HERE) Date 7/29/25

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION



ACOUSTICWORKS, INC

Lic #775459
622 Aero Way
Escondido, CA 92029
(760) 480-1113

T-Bar PHASE 1

UPGRADE EXISTING SLOPED CEILING TO CODE COMPLIANCE

OWNER'S NAME Edwards Co	PHONE 760-208-7340	DATE 07/30/25	
STREET 2200 Cabrillo Way	JOB NAME Raven Elementary	JOB NUMBER	
CITY Oxnard	STATE CA	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Finish coating / Fixing tees on upper ceilings
Jordan Sellers
8 hours
Zack sprayed
8 hours

Total
16 hours worked
100 wires-ceilings
100 wood lags
100 ceiling Beadps.
1 stick wall angle
1 ceiling Main.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 07-30-25 Authorizing Signature MH 10R Timothy
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				007423/1	Melissa Reyes	R25-03310
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION	
1	1	EACH	PROVIDE LEASE-LEASEBACK 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		
<p>IMPORTANT INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> 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:


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 Ritche 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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritche 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

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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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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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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.

- 23 -

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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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

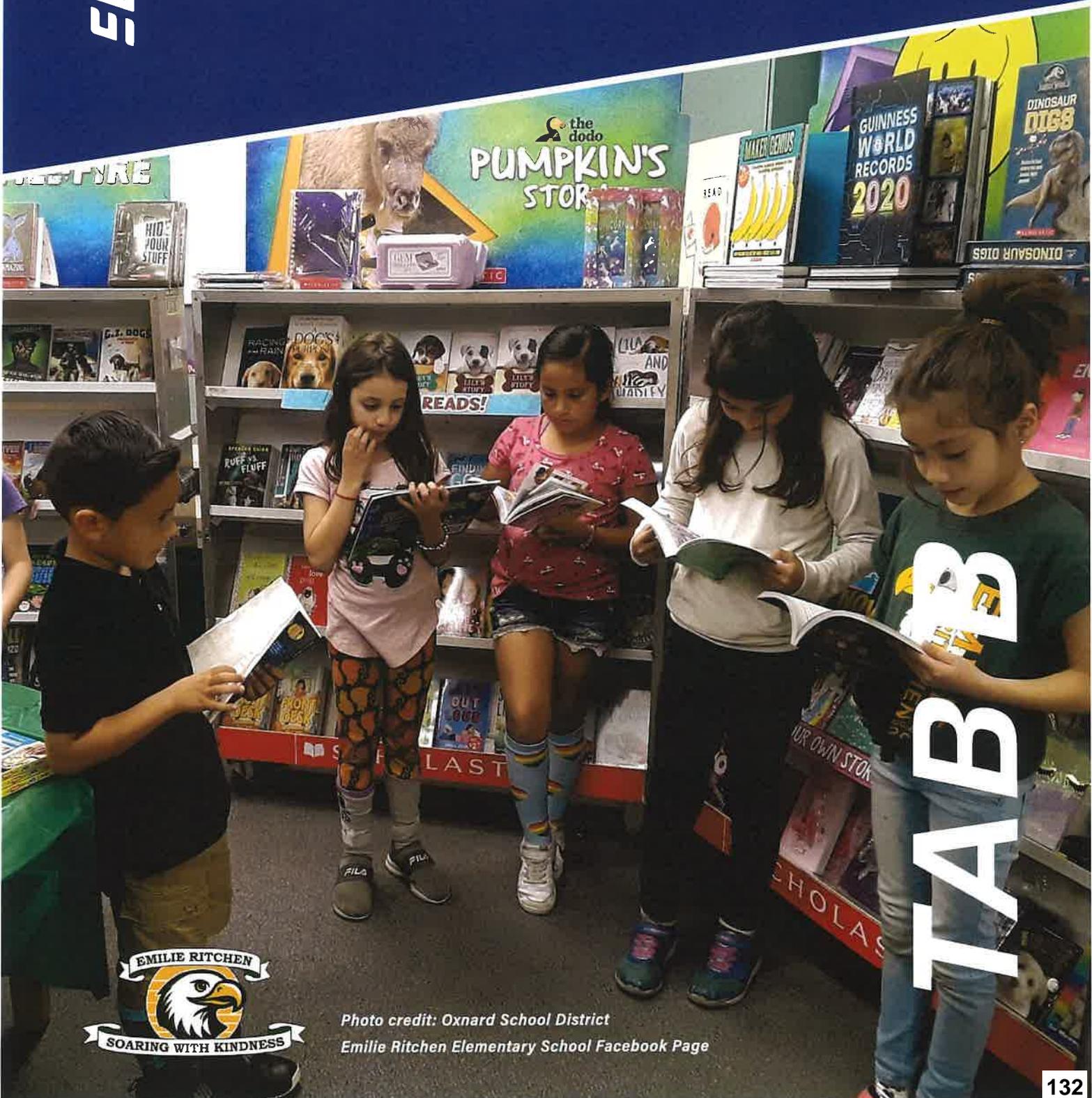


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

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.

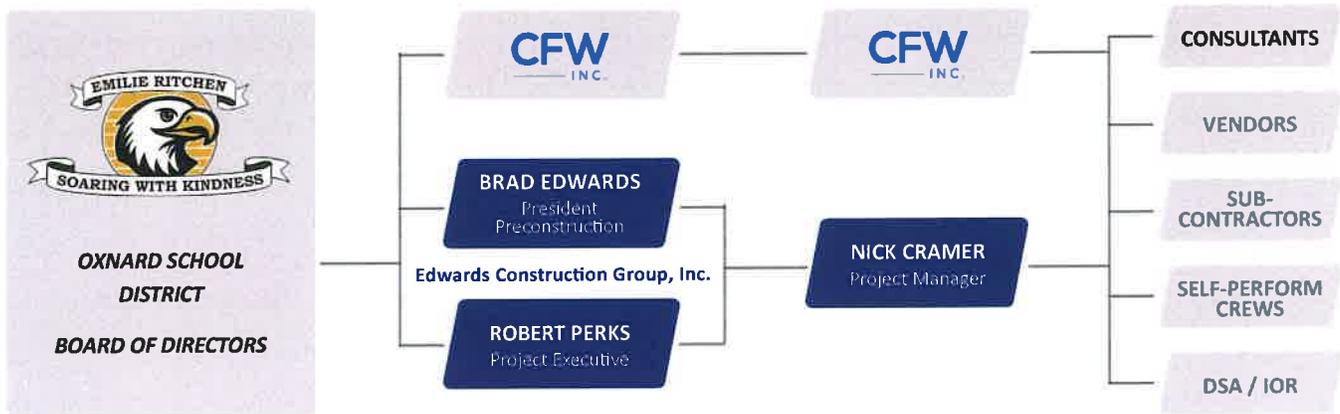
Open Communication and Feedback: We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices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

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.

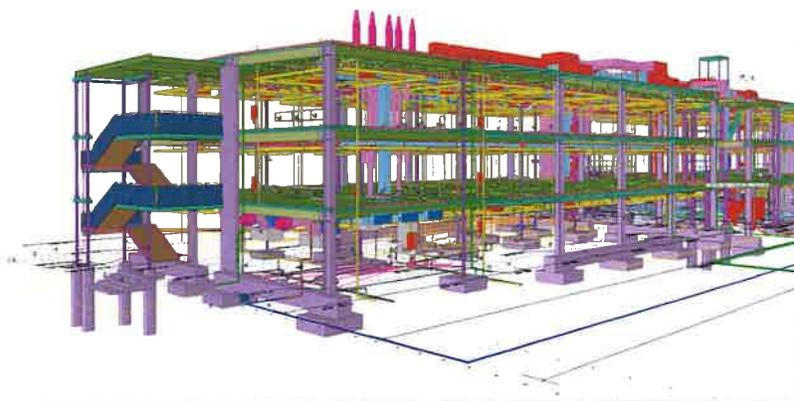
Virtual Design Construction (VDC) Department: Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

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 (QAQC) 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

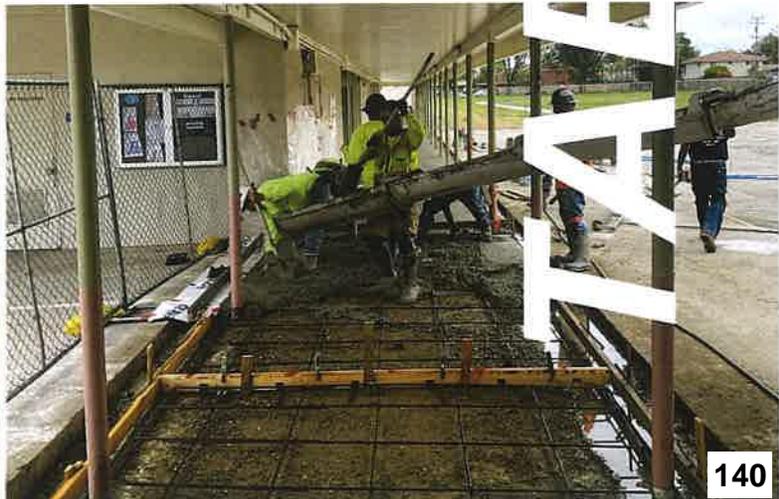
LIC No. 1057451

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*

Bonding & Capacity
Letter



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 to be the Title of an Officer

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 on the foregoing 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 is true and correct.

WITNESS my hand and official seal.

Signature: 

Notary Public, State of California

OPTIONAL

Though the information herein is not required to file a filing, please voluntarily perform where on the document is required general liability and assessment of the time to perform document.

Description of Attached Document: _____

Date of Document: _____ Number of Pages: _____

Signer(s) Other Than Named Above:

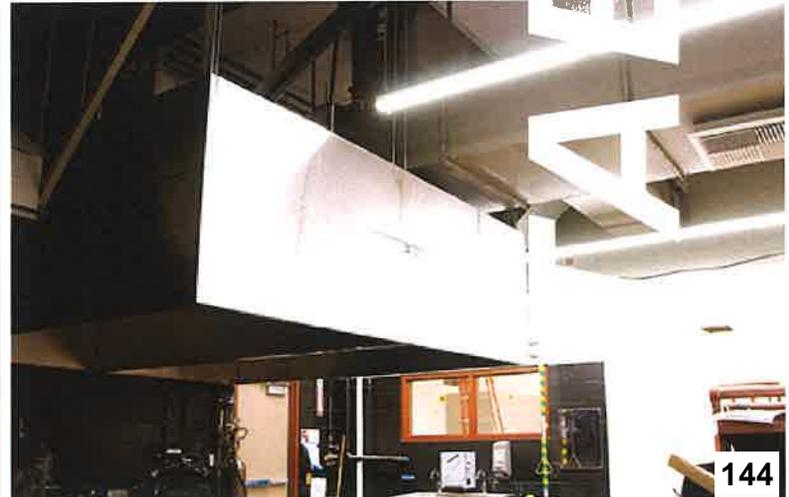
Classified by (Circle One)	Signer's Name	Signature
<input type="checkbox"/> Individual	_____	_____
<input type="checkbox"/> Corporate Officer	_____ Title(s)	_____
<input type="checkbox"/> Partner - () Limited () General	_____	_____
<input type="checkbox"/> Attorney in Fact	_____	_____
<input type="checkbox"/> Trustee	_____	_____
<input type="checkbox"/> Guardian or Conservator	_____	_____
<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



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.

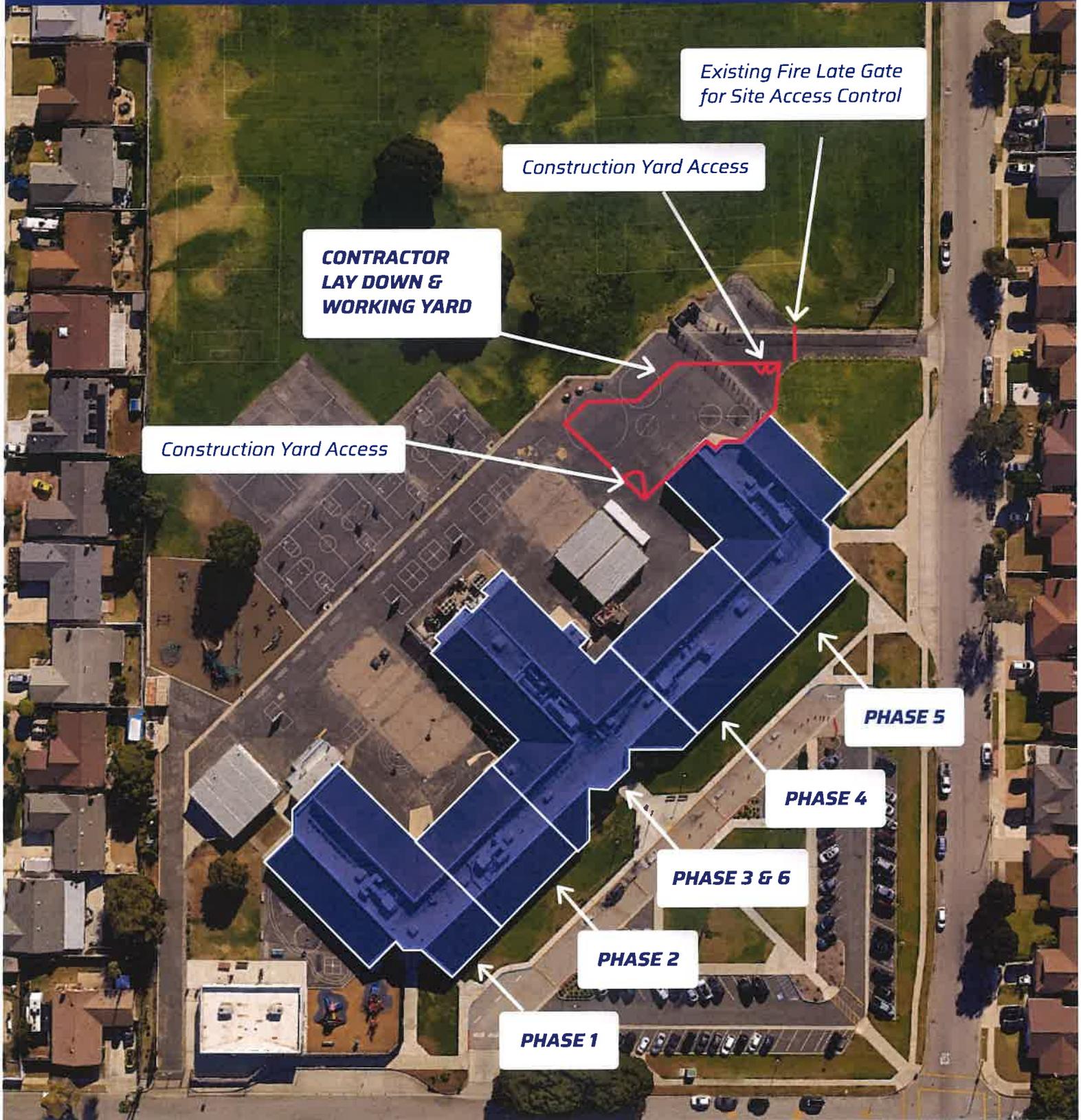
ISOLATION OF UTILITIES:

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
--------------	--------------------

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.

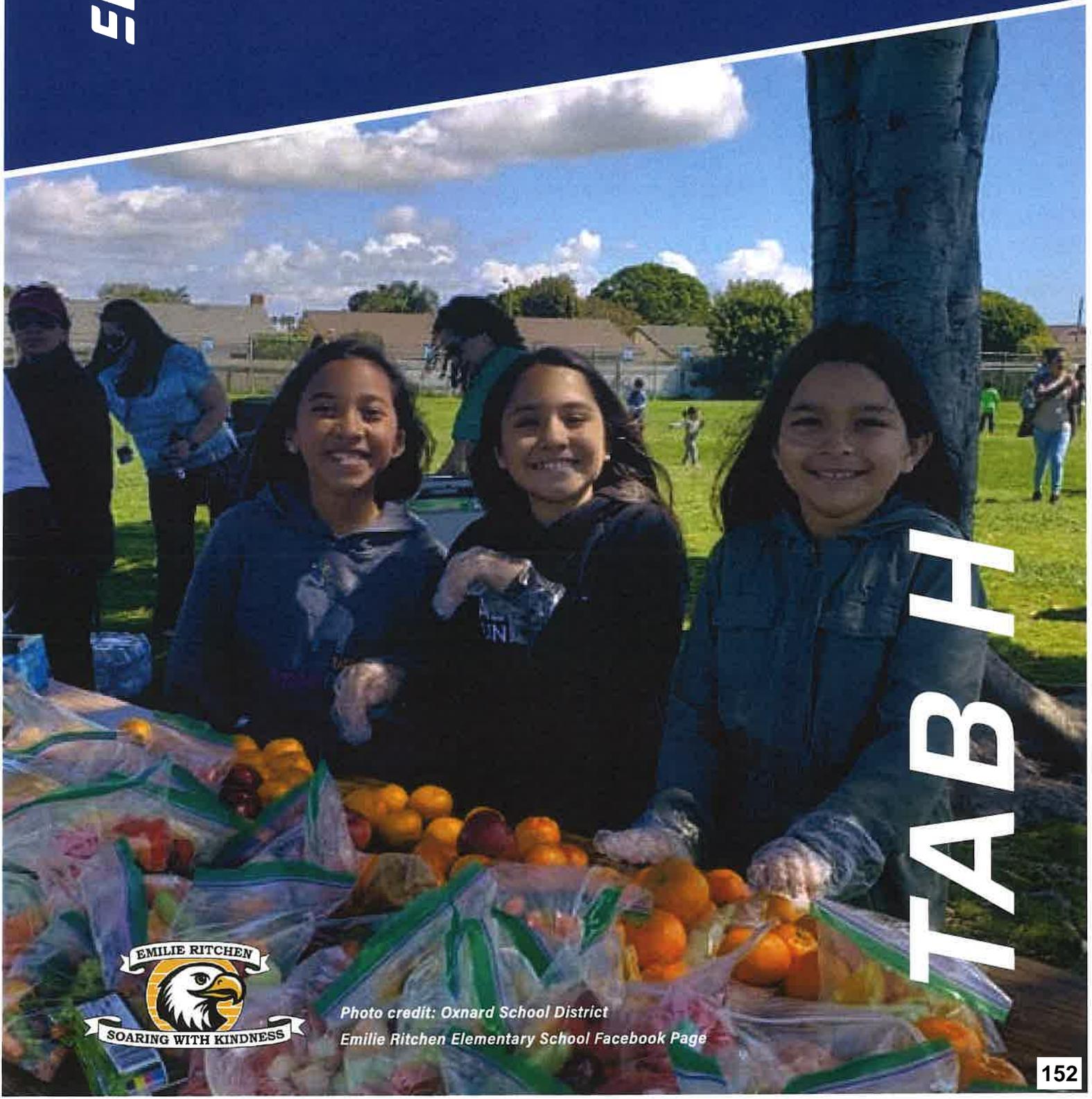


Photo credit: Oxnard School District
Emilie Ritche Elementary School Facebook Page

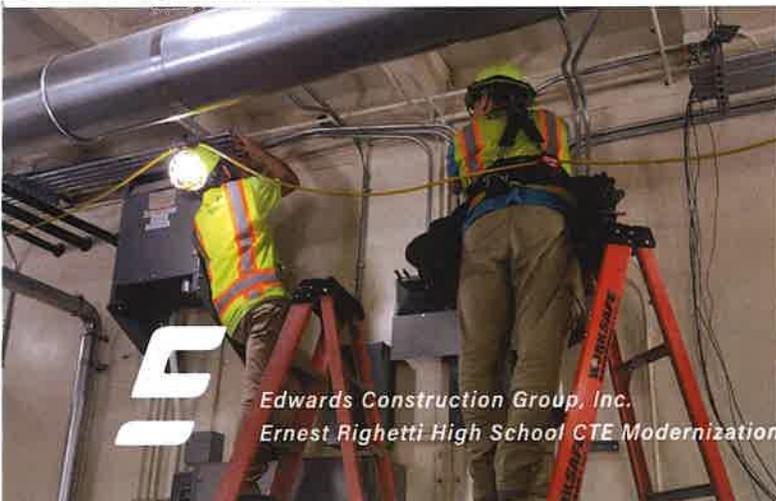
Identification of Trades

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

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

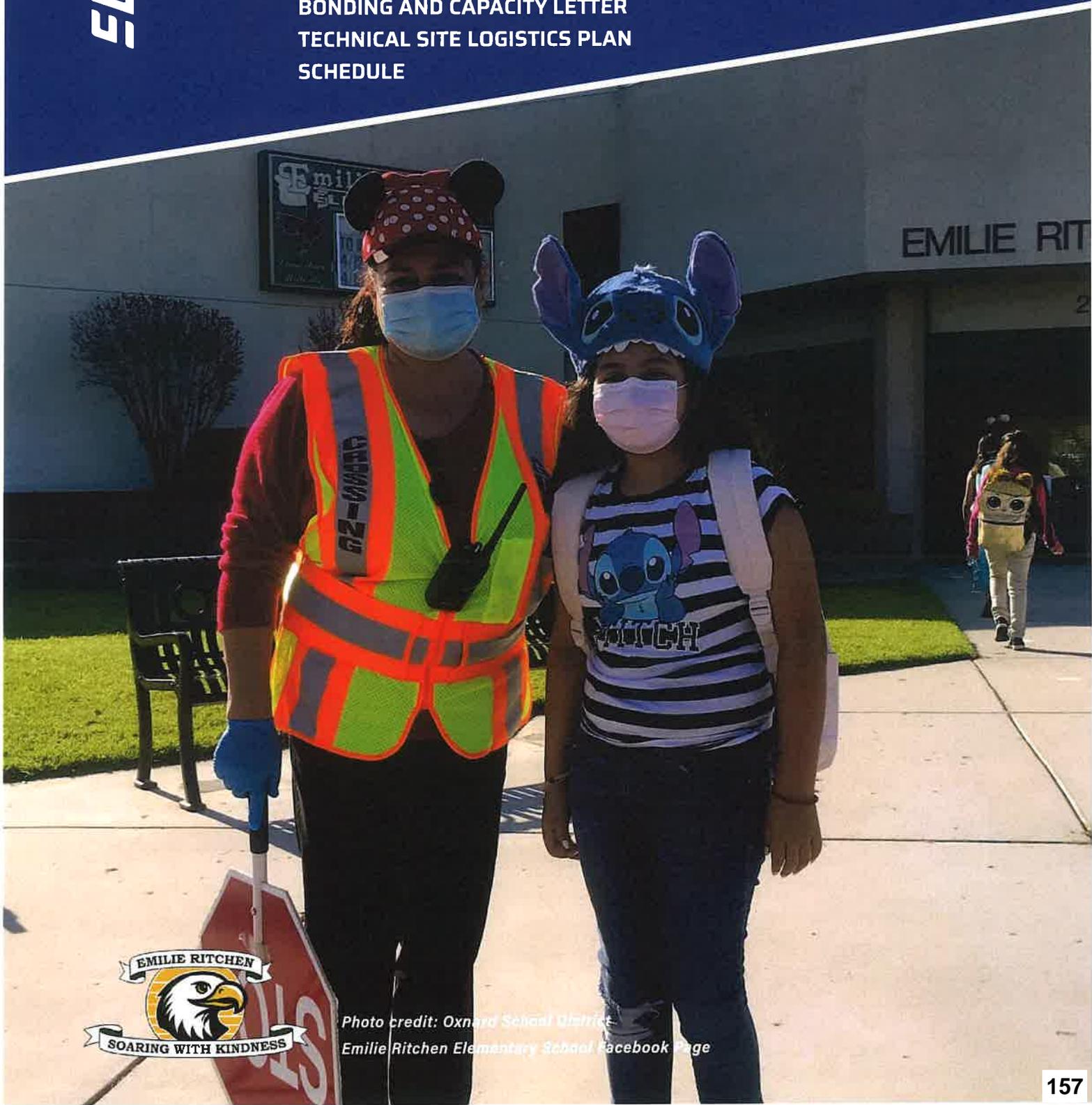
805.335.1161
weareedwards.com



Attachments

Appendix

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



*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

- email
be@edwardscongroup.com
- phone
805.335.1161
- cellular
805.868.2874
- website
wearedwards.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

email

rp@edwardscongroup.com

phone

805.335.1161

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
nc@edwardscongroup.com
phone
805.335.1161
cellular
805.980.5735
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
weareedwards.com



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

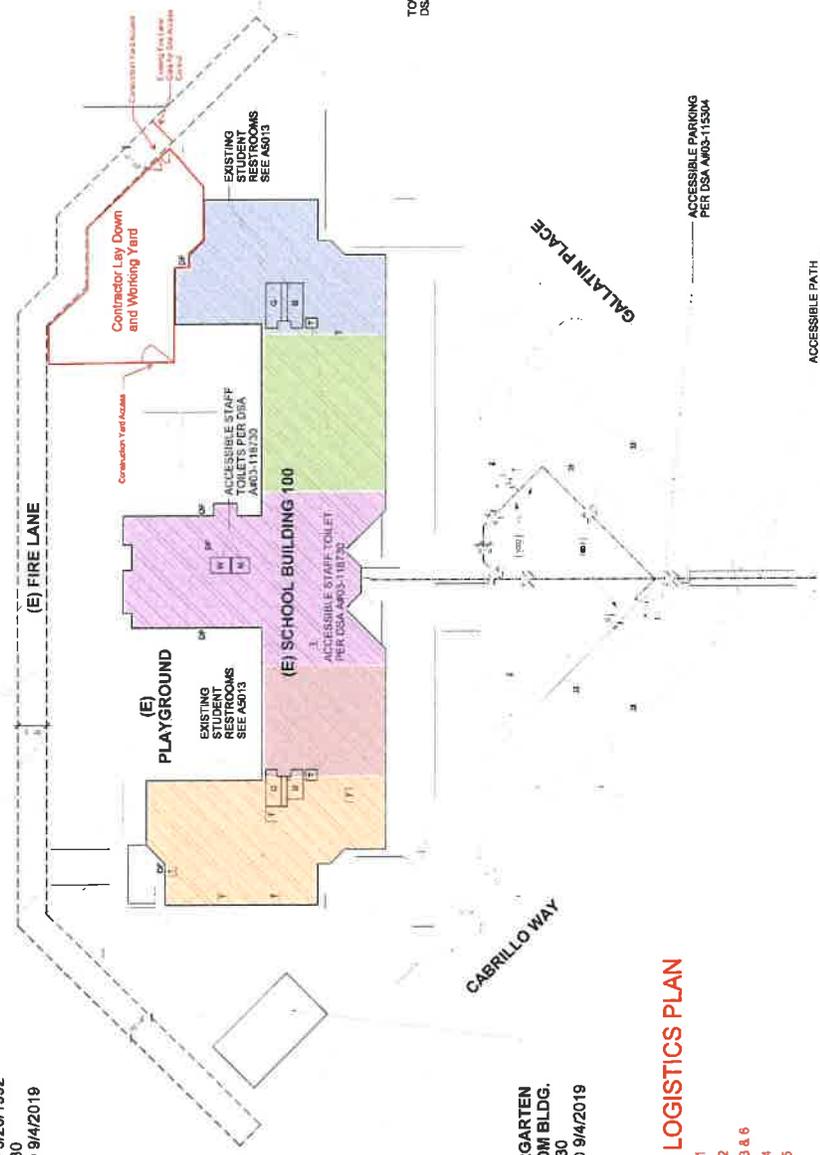
(E) BUILDING 100
 A# 03-51343
 CLOSED 5/20/1992
 A# 03-118730
 CLOSED 9/4/2019

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

SITE LOGISTICS PLAN

- PHASE 1
- PHASE 2
- PHASE 3 & 6
- PHASE 4
- PHASE 5

(E) RELOCATABLE BUILDINGS



TOW-AWAY SIGN PER
 DSA AMD3-118730

ACCESSIBLE PATH
 OF TRAVEL PER DSA
 AMD3-118730

PROJECT NO.	03-118730
DRAWN BY	03-118730
CHECKED BY	03-118730
DATE	03-118730
PROJECT TITLE	RELOCATING ELEMENTARY SCHOOL MODERNIZATION
SHEET TITLE	200 Caballo Way Oxnard, CA

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

ID	Task/Task Name Milestone	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 15, 2025

Agenda Section: Section C: Consent Agenda

Approval of Change Order No. 002 to Construction Services Agreement #24-143 with Viola, 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.

The purpose of Change Order No. 002 is to provide funds for various Potential Change Orders (PCO's).

FISCAL IMPACT:

\$50,396.19 – Measure I Bond Funds 215

RECOMMENDATION:

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 No. 002 with Viola, Inc. to Construction Services Agreement #24-143 with Viola, Inc. for the Modernization Project at McAuliffe Elementary School.

ADDITIONAL MATERIALS:

Attached: [Change Order #002 \(2 Pages\)](#)

[Proposal \(28 Pages\)](#)

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

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



CHANGE ORDER #002

Date: 10/15/2025

Change Order NO. 002

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	\$ 534,976.45
ADJUSTED CONTRACT SUM	\$ 7,443,216.95
NET CHANGE	\$ 50,396.19
Total Change Orders to Date:	\$ 585,372.64
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 002	\$ 7,493,613.14

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 #026 Reduced Soffits at Classroom Windows per RFI#012			-\$1,752.79	
2.	PCO #027 Relocate Existing Restroom Fixtures Phase 3		\$23,471.19		
3.	PCO #029 Extend Vinyl Wrapped Wall Panels Phase 3	\$1,266.47			
4.	PCO #030 Concrete Equipment Slab at Chiller Yard		\$27,411.32		
	Totals	\$1,266.47	\$50,882.51	(\$1,752.79)	\$ 0.00

Total Change Order No. 002\$ \$50,396.19

**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 #026: Reduced Soffits at Classroom Windows per RFI#012

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:	026 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/8/2025
REFERENCE:	RFI#12	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:	(\$1,752.79)

POTENTIAL CHANGE ORDER TITLE: Reduced Soffits at Classroom Windows per RFI#012

CHANGE REASON: Existing Condition

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

The following PCO reflects the contract framing credit for the reduced soffit dimensions at classroom windows at Phase 1. per RFI#12 response

ATTACHMENTS:

[CO 8.pdf](#)

#	Budget Code	Description	Amount
1	600-610.000.Subcontract Rough Carpentry.Subcontract	Abdellatif CO#8	\$(1,752.79)
		Subtotal:	\$(1,752.79)
		LLB Fee (0.00%):	\$0.00
		Bond & Insurance (0.00%):	\$0.00
		Grand Total:	\$(1,752.79)

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

 SIGNATURE

 DATE

 SIGNATURE

 DATE

 SIGNATURE

 DATE



Change Order #

8

DATE: June 11, 2025

PROJECT: McAuliffe ES

Cost associated with credit for RFI 12: Rms 171, 174, 198

Description	Qty	Unit	Unit Price	Extension
2x6 (ledger)	-54	LF	\$ 1.23	\$ (66.42)
2x4 (studs, brace diagonal)	-216	each	\$ 0.74	\$ (159.84)
Material Subtotal				\$ (226.26)
Material Sales Tax			9.25%	\$ (20.93)
CA Additional Lumber Assessment			1%	\$ (2.26)
Material Total				\$ (249.45)
Labor Journeyman	-15	hour	\$ 89.60	\$ (1,344.00)
Labor Foreman		hour	\$ 93.21	\$ -
Subtotal				\$ (1,593.45)
Profit & Overhead			10%	\$ -159.34
Total Change Order				\$ -1,752.79



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 #12: Soffit Height Confirmation

Status	Open		
To	Ruben Ruiz (Arcadis) Hunter Mosier (Arcadis)	From	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Apr 18, 2025	Due Date	Apr 25, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	A5000, A5002, A5009	Reference	
Linked Drawings	A5002 , A5009		
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 Friday, Apr 18, 2025 at 09:24 AM PDT

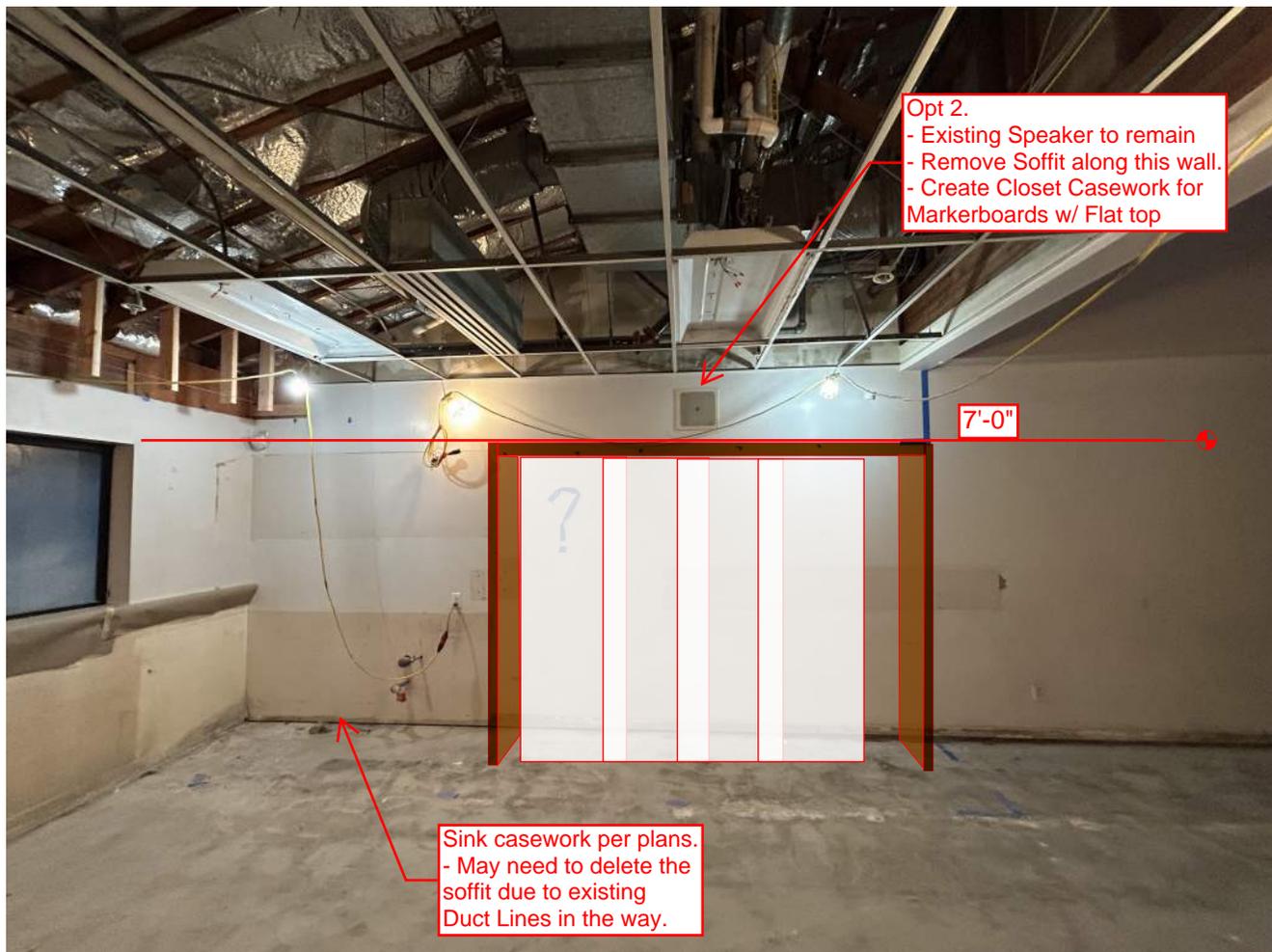
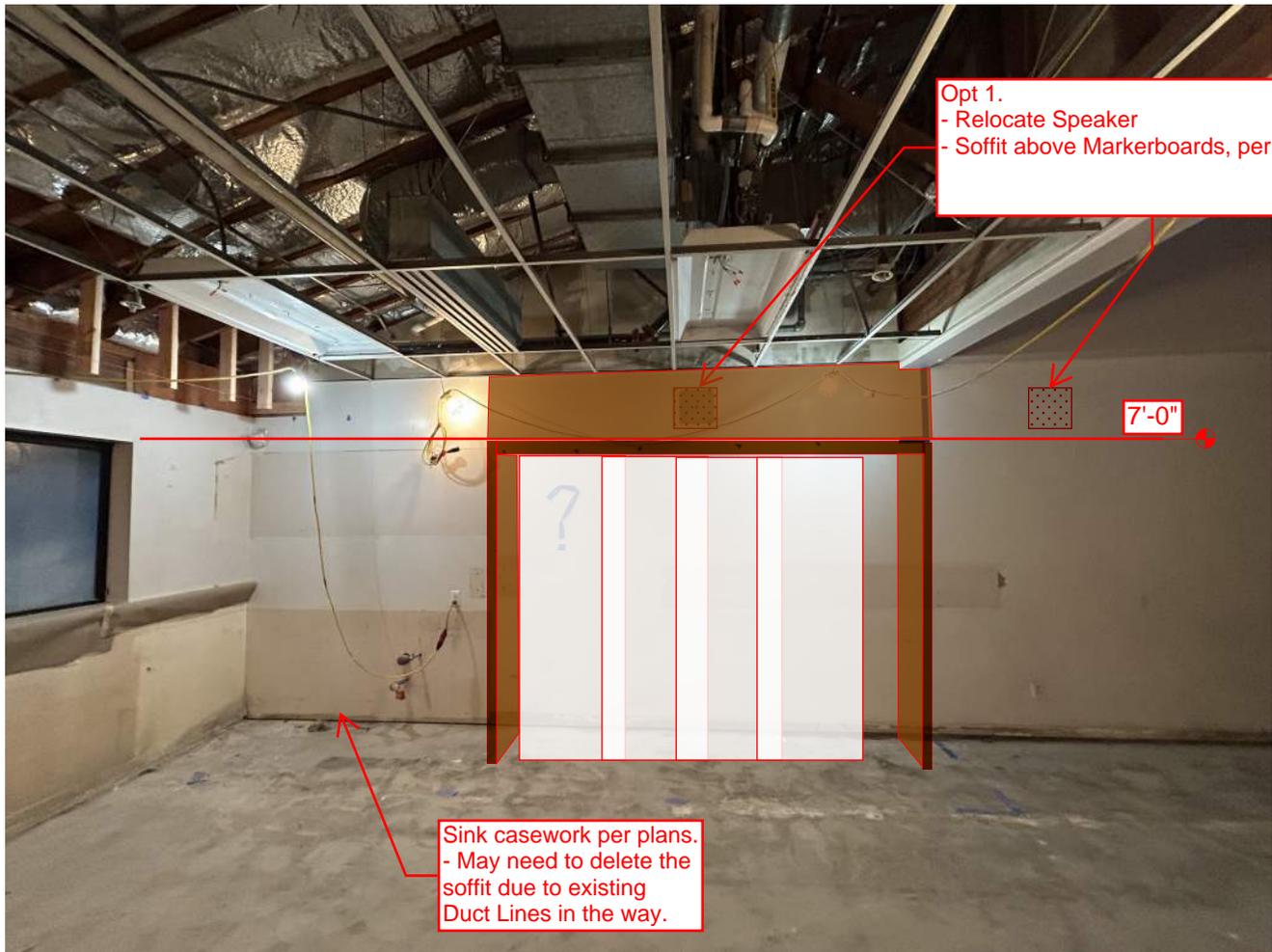
Per sheets A5009, A5002, and A5000, keynote 5010 shows lines of soffit to be installed near the windows as well as near the markerboards for rooms: 171,178 and 198. Per design changes, line of soffit near windows were directed to move to 8' instead of the original 7' in order to avoid motion detectors. A height change was not noted for the line of soffit to be installed behind the markerboards. Please confirm if we are to match the height for the design changes made at the line of soffit near the windows to 8'.

Please note there are existing PA Speakers that will be buried due to installation of the soffit. Please indicate whether we are to relocate and install those speakers into the ceiling or provide a desired location.

Awaiting an Official Response

Note that the referenced soffits in rooms 171, 174, and 198 have been removed due to conflict with existing above ceiling HVAC and Piping. Suspended ceiling and PA speaker to remain in place.

Hunter Mosier
Arcadis
04/30/25





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 #027: Relocate Existing Restroom Fixtures Phase 3

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:	027 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/8/2025
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:	\$23,471.19

POTENTIAL CHANGE ORDER TITLE: Relocate Existing Restroom Fixtures Phase 3

CHANGE REASON: Unforeseen Condition

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

CE #047 - Relocate Existing Restroom Fixtures Phase 3

The following PCO reflects the additional work required for the relocation of one water closet and one lavatory requiring the removal and addition of 4 new carriers as the existing back to back plumbing will not allow for relocation or adjustment of Water Closet. Similar to boys restroom in Phase 1. Cost does not include demo or patch back of existing finishes.

ATTACHMENTS:

[COR 07A Restroom 109.pdf](#)

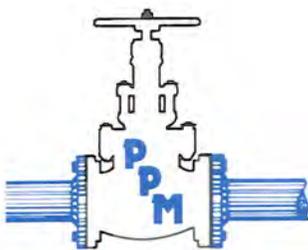
#	Budget Code	Description	Amount
1	2200-2200.000.Subcontract Plumbing.Subcontract	Precision Plumbing COR#07	\$21,101.65
		Subtotal:	\$21,101.65
		LLB Fee (8.00%):	\$1,688.13
		Bond & Insurance (2.99%):	\$681.41
		Grand Total:	\$23,471.19

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

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



PRECISION Plumbing-Mechanical

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

Proposal

Page No. of Pages

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

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

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

_____ dollars (\$ _____)

Payment to be made as follows:

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

Authorized Signature  Ryan Ramirez

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

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

Signature _____

Date of Acceptance: _____

Signature _____



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 #104: Phase 3 Restroom Layout Issues

Revision	0	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	Aug 18, 2025	Due Date	Sep 1, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	A5012	Reference	
Linked Drawings	A5012		
Received From			
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (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, Aug 11, 2025 at 01:28 PM PDT

Per the investigative walk with IoR and AoR on 8/14/25 in the Phase 3 restrooms, several issues were identified with the proposed new layout:

1. **ADA Stall Clearance** – Plans call for a 5' (60") clearance. Existing conditions only provide 58". Shifting the stall 2" to meet the requirement would impact the adjacent stalls.
2. **Sink Height** – An existing sink not shown on the plans will need to be lowered to the ADA-compliant height of 30".

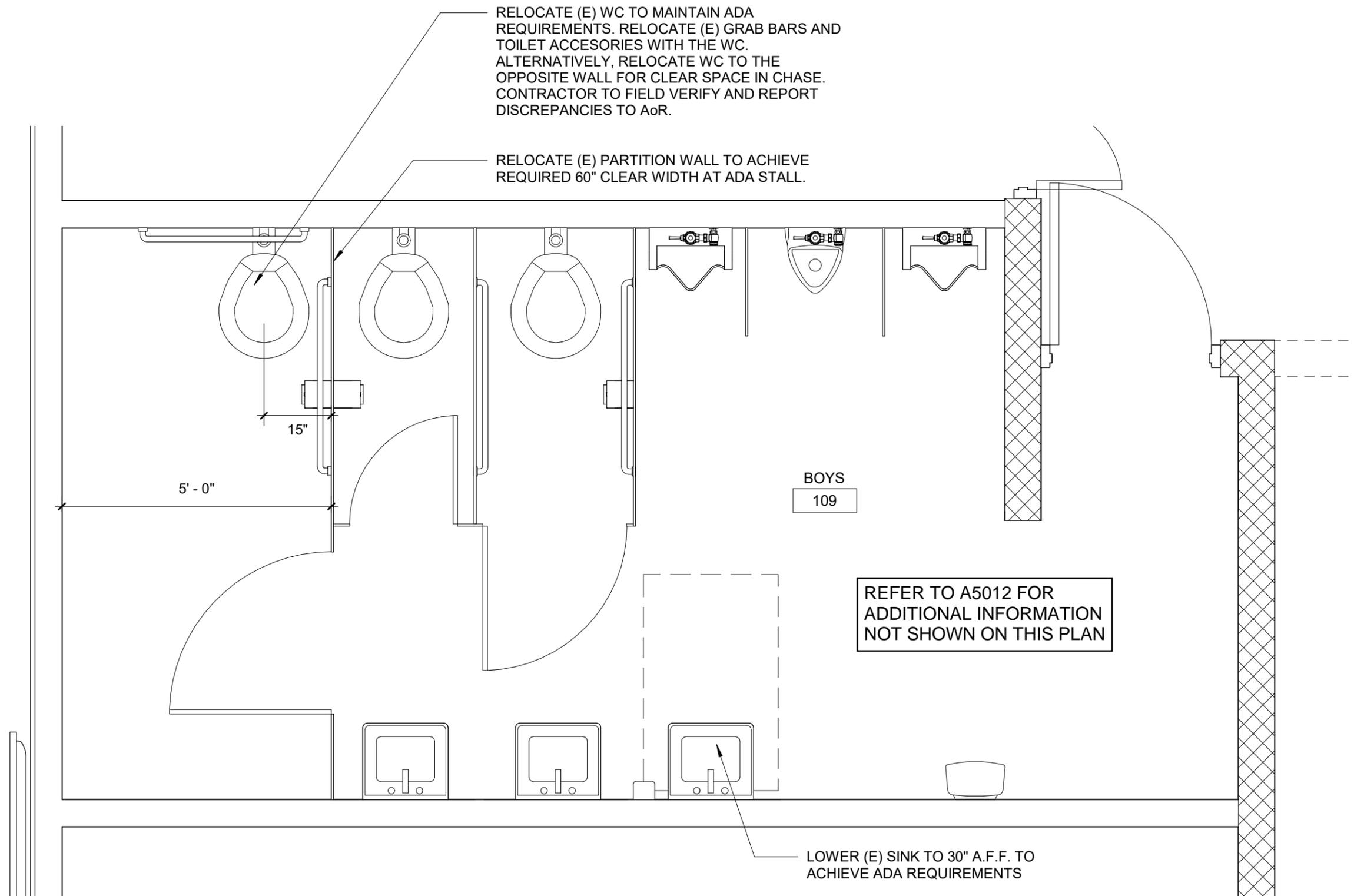
Please advise with a revised layout to address these items.

Attachments
[RFI_Phase#3RRLayout\(1\).pdf](#)

Awaiting an Official Response

REFER TO ATTACHED RFI104-A1 FOR RESTROOM LAYOUT.

HUNTER MOSIER
 ARCADIS
 08/21/25



	PART OF SHEET(S)		ISSUED WITH: RF1104	
	PROJECT TITLE McAuliffe Elementary School Modernization		SCALE: 1/2" = 1'-0"	DATE: 08/21/25
	SKETCH TITLE RESTROOM 109 LAYOUT		DRAWN: HTM	PROJECT NO: 123392
			SKETCH NO. RF1104-A1	

Phase #3

Description

Taken Date
08/04/2025 at 01:13 pm

Upload Date
08/04/2025 at 02:19 pm

Uploaded By
Luis Aguilar

File Name
[EC27BAF4-6D53-4BE3-A...](#)



Phase #3

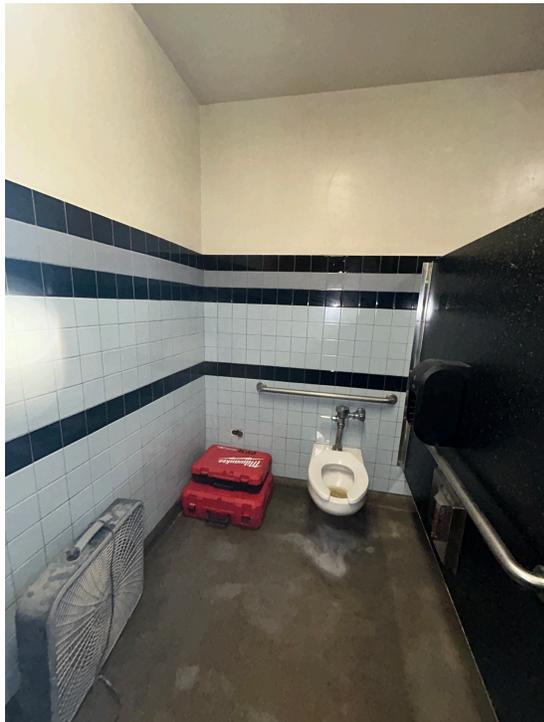
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08/04/2025 at 01:12 pm

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08/04/2025 at 02:20 pm

Uploaded By
Luis Aguilar

File Name
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Phase #3

Description

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08/04/2025 at 01:12 pm

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08/04/2025 at 02:20 pm

Uploaded By
Luis Aguilar

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Phase #3

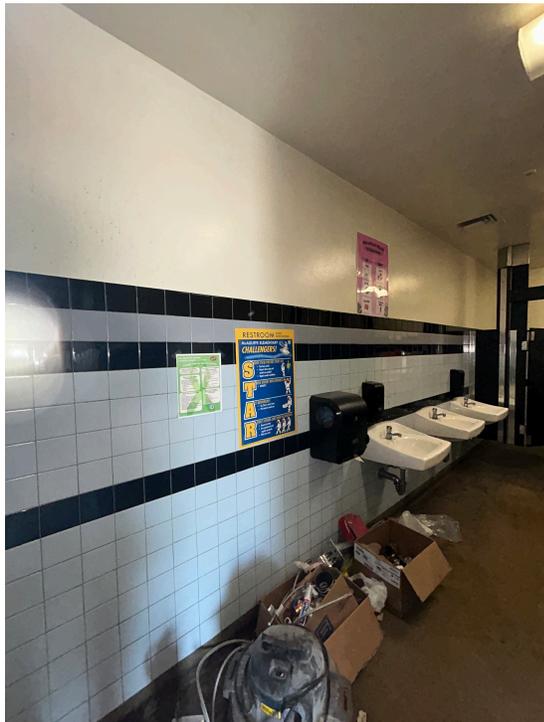
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08/04/2025 at 02:20 pm

Uploaded By
Luis Aguilar

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RFI Attachments

Description

Taken Date
08/18/2025 at 01:40 pm

Upload Date
08/18/2025 at 01:47 pm

Uploaded By
Luis Aguilar

File Name
[3D3A5E21-FBE8-463C-A...](#)



TECH-WALL, INC.

ACOUSTICAL & TACKABLE SURFACES 2590 E Main Street Ste 105 Ventura CA 93003 805-642-7600

CHANGE ORDER PROPOSAL

Project Name: McAuliffe ES
 Contractor: Viola
 Section: 09-77-21 Vinyl Wrapped Panels
 COR #: COR005

Date: 9/10/2025

Description:		Adding Tack Surface in Room 112 West wall and Room 122 SE/E Wall			
Additive:					
Labor	<u>Classification</u>	<u>Hours</u>	<u>Shop rate</u>		
	Carpenter J man	3	\$97.49		\$292.47
					\$0.00
					\$0.00
					\$0.00
Total Labor Costs					\$292.47
Material	<u>Type of material</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	
	Vinyl Wrapped Panels	4x8	4	\$169.55	\$678.20
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Tax 9.50%	\$64.43
				Shipping	
Total Material Costs					\$742.63
Overhead 10%					\$103.51
Total Additive Costs					\$1,138.61
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
				Tax 9.50%	\$0.00
Total Material Costs					\$0.00
Overhead 5%					\$0.00
Total Deductive Costs					\$0.00
This change order proposal is effective for 30 calender days.					Total Direct Costs \$1,138.61
					Rounding
Total Change in Cost					\$1,138.61

Accepted by: _____ Signed: _____ 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 #107: Phase 3 Wall Finishes - RFI #101 Confirmation

Revision	0	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	Aug 20, 2025	Due Date	Sep 3, 2025
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	A5007, A5003	Reference	Updated Piano Lab (Layout)
Linked Drawings			
Received From	Luis Aguilar (Viola Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (Viola Inc.), Tim Hoyt , Vin Jyothi (Caldwell Flores Winters, Inc), Andres Martinez (Viola Inc.), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.), Mercy Urrea (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. on Wednesday, Aug 20, 2025 at 08:40 AM PDT

In Phase 3, we have two instances where the tackboard cannot be installed per plan due to existing substrate finishes. The SE wall in Room 122 has the same exact condition as the issues discussed in both RFI #90 & #101. Please confirm we are to proceed per RFI #101 layout as it would cause an aesthetic inconsistency with how the tackboard is being installed on the adjacent walls. Additionally, W wall in Room 112 is completely CMU, please advise if we are to proceed per RFI #101.

Attachments
[RFI_Phase3WallFinishes.pdf](#), [RFI_Phase3WallFinishes\(2\).pdf](#)

Awaiting an Official Response

Install tackboard per direction provided in RFI 90 and 101 at stem walls in room 122. All other walls to be installed per plan.
In room 112 install tackboard per direction in RFI 90 and 101. Install tack board up to ceiling, over entire CMU wall.
Provide shop drawings for AoRs review.

Hunter Mosier
Arcadis
08/21/25

Phase #3

Description

Taken Date
08/19/2025 at 02:19 pm

Upload Date
08/20/2025 at 07:01 am

Uploaded By
Andres Martinez

File Name
[70BB8269-A9A7-4C9A-A...](#)



ROOM #112 - W WALL

Phase #3

Description

Taken Date
08/19/2025 at 02:19 pm

Upload Date
08/20/2025 at 06:58 am

Uploaded By
Andres Martinez

File Name
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ROOM #112 - W WALL

Phase #3

Description

Taken Date

08/19/2025 at 02:19 pm

Upload Date

08/20/2025 at 06:58 am

Uploaded By

Andres Martinez

File Name

55CE057F-250D-48F2-A...



ROOM #112 - W WALL

Phase #3

Description

Taken Date

08/18/2025 at 02:32 pm

Upload Date

08/19/2025 at 02:25 pm

Uploaded By

Andres Martinez

File Name

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ROOM #122 - SE WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/19/2025 at 02:25 pm

Uploaded By
Andres Martinez

File Name
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ROOM #122 - SE WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/19/2025 at 02:25 pm

Uploaded By
Andres Martinez

File Name
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ROOM #122 - SE WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/19/2025 at 02:25 pm

Uploaded By
Andres Martinez

File Name
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ROOM #122 - SE WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/20/2025 at 06:57 am

Uploaded By
Andres Martinez

File Name
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ROOM #122 - E WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/19/2025 at 02:25 pm

Uploaded By
Andres Martinez

File Name
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ROOM #122 - E WALL

Phase #3

Description

Taken Date
08/18/2025 at 02:32 pm

Upload Date
08/19/2025 at 02:25 pm

Uploaded By
Andres Martinez

File Name
[10D73E7D-D081-4D99-...](#)



ROOM #122 - E WALL



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 #030: Concrete Equipment Slab at Chiller Yard per ASI#010R

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:	030 / 0	CONTRACT:	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		CREATED BY:	Nick Shipp (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/11/2025
REFERENCE:	ASI010R	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:	\$27,411.32

POTENTIAL CHANGE ORDER TITLE: Concrete Equipment Slab at Chiller Yard per ASI#010R

CHANGE REASON: Design Development

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

CE #044 - Concrete Equipment Slab at Chiller Yard per ASI010R

The following PCO reflects the additional cost to add equipment slab at the existing chiller yard for Hydronic Pipe and Supports as indicated in ASI#010R. Price includes saw cut, demo, excavation/compaction, reinforcing steel, forming and pouring of new concrete equipment slab.

ATTACHMENTS:

[Response to ASI#010R 091025.pdf](#) , [_Viola - McAuliffe Pads 9-9-25.pdf](#) , [_ASI010R-A1_Chiller Yard - Conc Pad Layout.pdf](#)

#	Budget Code	Description	Amount
1	200-241.190.Subcontract Selective Demolition.Subcontract	Wright Sawing and Breaking	\$7,844.00
2	300-330.530.Other Miscellaneous Cast-in-Place Concrete.Other	DJS	\$16,800.00
Subtotal:			\$24,644.00
LLB Fee (8.00%):			\$1,971.52
Bond & Insurance (2.99%):			\$795.80
Grand Total:			\$27,411.32

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

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



Sawing • Coring • Demolition • Breaking

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

September 10, 2025

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

RE: McAuliffe ES Modernization

RESPONSE TO ASI#010R

Dear Nick & Luis:

Please be advised that the price for the work performed at the above location is \$8,628.00 which is based on (1) move-on and includes supplying labor, equipment & material to complete the following work:

- Saw cut & demo per Sheets ASI010R-A1 & ASI010R-A2 dated 09/05/25
- Excavate per Sheet ASI010R-A2 dated 09/05/25 & re-compact sub-grade
- Base price is \$7,844.00 with a 10% markup (\$784.00) producing the above price
- Our DIR# is 1000011992 &
- Above price is based on all work being performed at prevailing wage after hours due to student traffic

The following are the job exclusions:

- Stand-by due to locating of utilities &/or broken utilities,
- Any permits or fees,
- Shoring of any kind,
- Stand-by due to other trades,

PAGE 2

- Damage to unknown utilities,
- Removal of hazardous materials,
- All work not spelled out,
- Lay-out of any kind (slab and wall removal),
- Damage to ground cover (grass, ivy, etc.),
- Cutting & capping of all utilities,
- Not responsible for damage to asphalt parking lot,
- Barricades, temporary fencing & protective coverings &
- Any additional saw cutting.

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

Very truly yours,

Charles L. Wright

CLW/amw

Sharmesh Amin



GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Suite # 1G
Simi Valley CA 93063
Phone # 805 584-2714 Fax # 805 584-2023
C/L # 776402
DIR#1000012744

Viola

9/10/25

Reference: McAuliffe Chiller Yard

Location: 3300 Via Marina Ave, Oxnard, CA 93035

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans by IBI. Plan set: ASI010R-A1, ASI010-A2 dated 7/11/25. No addendums or specs noted.

This proposal is based on the following conditions:

1. **The bid item pricing is based on the project in its entirety** and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.
2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.
3. We have the right to mutually agree to the construction schedule.
4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a "Fair And Equitable Escalation Clause."
5. Pricing in this proposal is based on tariffs, duties, and regulatory charges in effect as of the proposal date. In the event of any increase in tariffs, duties, taxes, or government-imposed fees that directly impact the cost of goods or services under this agreement, DJS General Contracting Inc reserves the right to adjust pricing accordingly. Any such adjustment will be communicated in writing with supporting documentation, and both parties agree to negotiate in good faith to address the impact of such changes.

Proposal

Cast-in-place Concrete: \$16,800.00

Inclusions

1. Excavation for new pads.
2. Compact existing grade.

3. Supply and installation of concrete reinforcing steel as required.
4. Form work as required for new concrete work.
5. Installation of embeds in concrete (supplied by others).
6. Installation of 94 total sqft concrete pads per detail 1 on ASI010R-A2.
7. Curing of new concrete as required.
8. Concrete pump placement as required for our scope of work.
9. Supply and removal of concrete washout boxes as required for our scope of work.
10. Haul off earth spoils.
11. One mobilization for all pads.

Exclusions

1. Demolition and sawcut of existing structures.
2. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
3. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
4. All site concrete work not in inclusions, including: catch basins, precast wheel stops, drainage structures, storm drains, asphalt patch back, etc.
5. Dewatering of excavations from surface water, rain water, ground water or seepage.
6. Storm water control pollution control.
7. Joint sealants (supply and installation).
8. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
9. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
10. Colored concrete.
11. Concrete hardeners or fibers in concrete mix design.
12. Water proofing.
13. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
14. Fees for bond and cost of bond if required.
15. Building and Site Engineered Survey.
16. Construction fencing.
17. Traffic control, flag men, and pedestrian control.
18. Lane closures, permits and fees, (if required).
19. Access (access to our work if needed provide by others).
20. Water and power as required for completing our scope of work.
21. Precast concrete, GRFC concrete, supply and installation (if required).
22. Locating and protection of existing underground utilities.
23. Concrete encasement of underground pipes and utilities.
24. Concrete work for other trades.

Sincerely,
DJS Team



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.:	010R
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 91006	DATE:	09/05/2025
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 Floor Plan A2302

- Provide a concrete pad at the chiller yard to achieve positive attachment for the hydronic piping per attached **ASI010R-A1** and **ASI010R-A2**.

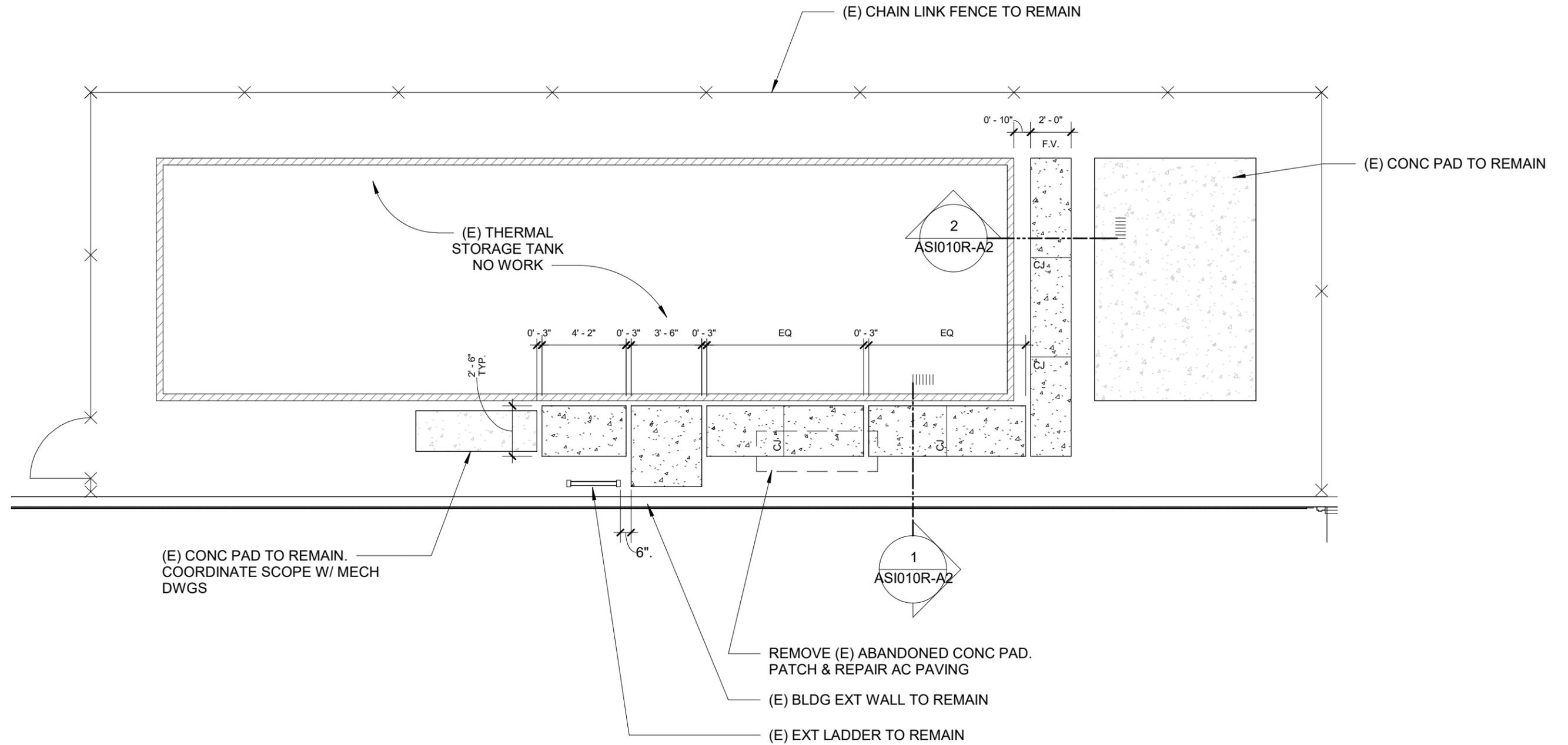
Attachments: ASI010R-A1, ASI010R-A2

ISSUED:
Arcadis - IBI Group

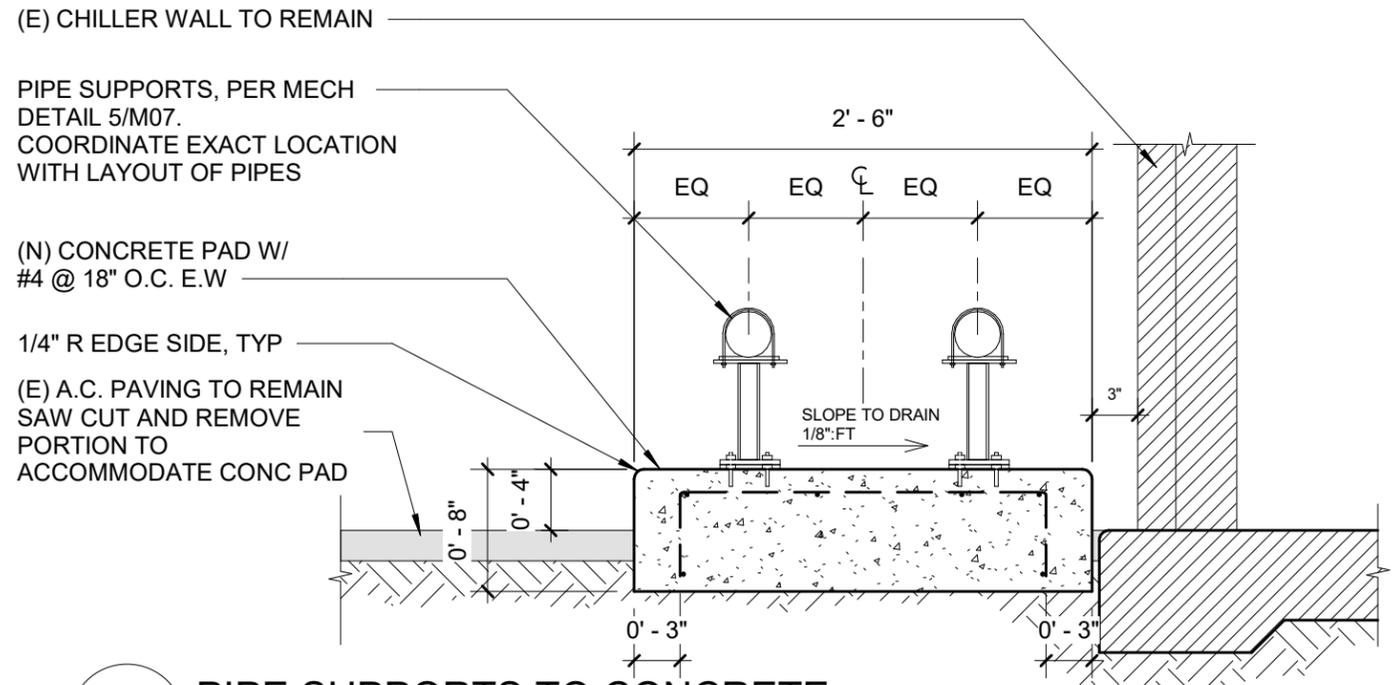
ACCEPTED:

By: Ruben Ruiz Date: 09/05/2025

By: _____ Date: _____



	PART OF SHEET(S) ASI 010R	ISSUED WITH: ASI 010R	
	PROJECT TITLE McAuliffe Elementary School Modernization	SCALE: 3/16" = 1'-0"	DATE: 09/05/2025
	SKETCH TITLE CHILLER YARD - CONC PAD LAYOUT	DRAWN: rRr	PROJECT NO: 123392
		SKETCH NO. ASI010R-A1	



(E) CHILLER WALL TO REMAIN

PIPE SUPPORTS, PER MECH
DETAIL 5/M07.
COORDINATE EXACT LOCATION
WITH LAYOUT OF PIPES

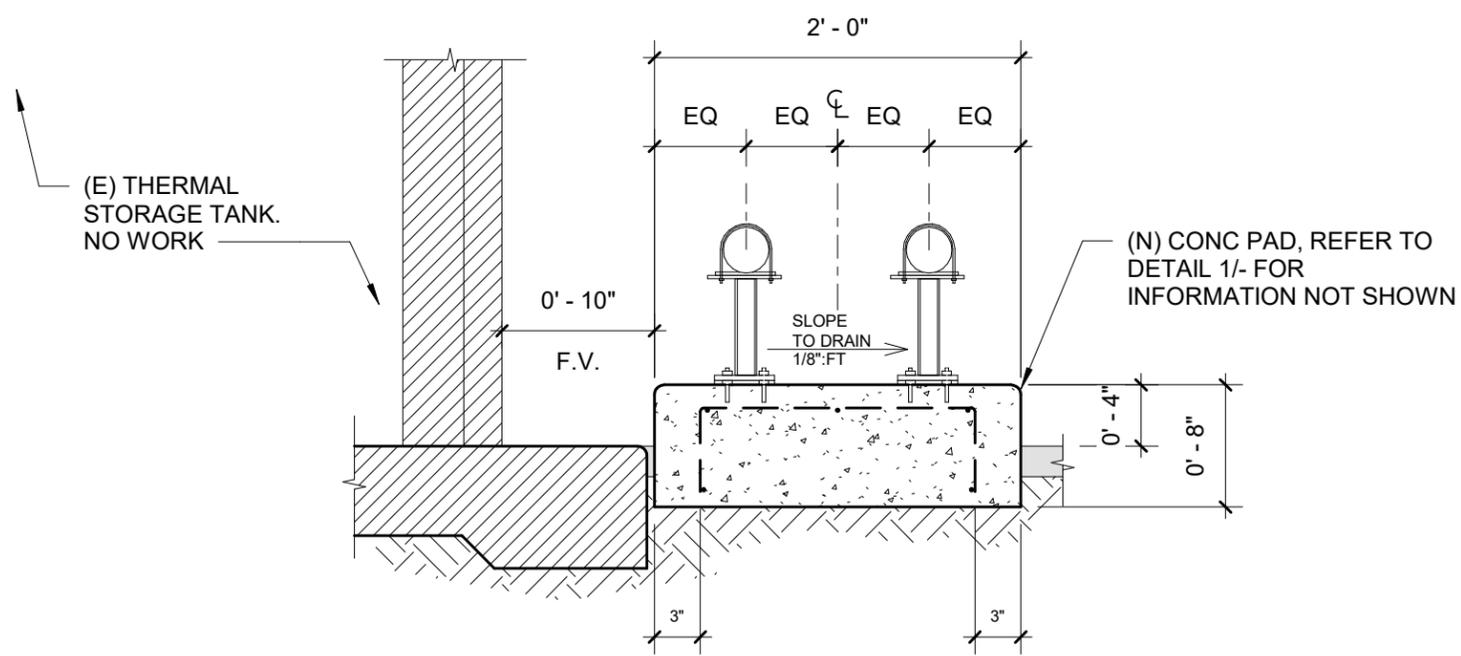
(N) CONCRETE PAD W/
#4 @ 18" O.C. E.W

1/4" R EDGE SIDE, TYP

(E) A.C. PAVING TO REMAIN
SAW CUT AND REMOVE
PORTION TO
ACCOMMODATE CONC PAD

1 PIPE SUPPORTS TO CONCRETE

ASI010R-A2 Scale: NTS



(E) THERMAL
STORAGE TANK.
NO WORK

(N) CONC PAD, REFER TO
DETAIL 1/- FOR
INFORMATION NOT SHOWN

2 PIPE SUPPORT TO CONCRETE

ASI010R-A2 Scale: NTS

	PART OF SHEET(S) ASI 010R	ISSUED WITH: ASI 010R	
	PROJECT TITLE McAuliffe Elementary School Modernization	SCALE: 1" = 1'-0"	DATE: 09/05/2025
	SKETCH TITLE PIPE SUPPORTS TO CONCRETE	DRAWN: rRr	PROJECT NO: 123392
		SKETCH NO. ASI010R-A2 209	

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

OSD AGREEMENT #24-143

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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

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

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

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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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **TO BE DETERMINED (\$X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **SEVENTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$17,310.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. **THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION.** The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

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

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with

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

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule

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requirements set forth in the General Conditions.

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

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

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

SECTION 10. EXTRA WORK/MODIFICATIONS

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

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equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

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

SECTION 13. BONDING REQUIREMENTS

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

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SECTION 14. PAYMENTS TO CONTRACTOR

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

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

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

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

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

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

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to:

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

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

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

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of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

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

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

THE DISTRICT

Viola, Inc.

Oxnard School District,
a California school district

By: Michael T. Viola

By: 

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: October 15, 2024

Date: 10/17/24

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

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

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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OSD AGREEMENT #24-143

3. Value Engineering Services

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

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

4. Building Information Modeling (BIM) Services

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

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

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

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

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/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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OSD AGREEMENT #24-143

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Viola, Inc.

By: Michael T. Viola

Michael T. Viola

Title: President/Chief Executive Officer

Date: October 15, 2024

THE DISTRICT

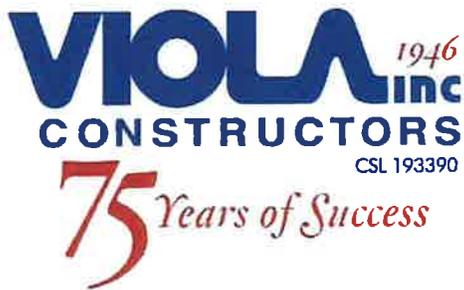
Oxnard School District,
a California school district

By: 

Melissa Reyes

Title: Director, Purchasing

Date: 10/17/24



**RFQ/P Response for Lease Lease-Back
Preconstruction and Construction Services
for the McAuliffe Elementary School
Modernization Project**

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August 21, 2024

Gerald Schober
Vice President, Implementation Services
Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

Dear Mr. Schober,

Thank you for the opportunity to provide you with the following proposal for your upcoming project. Viola Incorporated has provided commercial, industrial and institutional work product in Southern California for the past 78 years with a directed focus on educational infrastructure. Our strong sense of community involvement is reflected in utilization of local resources through subcontractors, vendors and the community workforce. Delivering high quality Public Schools on time and under budget has been our staple for over a half century. Project after project, Viola successfully exceeds the expectations of Owners, Architects and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

A handwritten signature in blue ink, appearing to read "Michael T. Viola".

Michael T. Viola
President/Chief Executive Officer



Qualifications

Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

A. Experience

<u>Driffill Elementary School</u>	Oxnard School District	\$3.4 million
<u>PK/K/TK Modular Buildings</u>	1051 South A Street, Oxnard	in progress

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling and Moody

Preconstruction Budget: \$27,870

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

<u>Alila Elementary School</u>	Earlimart School District	\$3.1 million
<u>PK/K/TK Modular Buildings</u>	850 W Washington Ave., Earlimart	in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Preconstruction Budget: \$55,491.88

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.



Rio Mesa High School Oxnard Union High School District \$20.5 million
New HVAC Modernization 1800 Solar Drive, Oxnard, CA

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.

Channel Islands High School Oxnard Union High School District \$10.8 million
HVAC Modernization Phases 1&2 1800 Solar Drive, Oxnard CA, 93030

Owner Contact: Brittany Villasenor (805) 385-2518

Architect: Flewelling and Moody

New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

Camarillo Special Education School 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

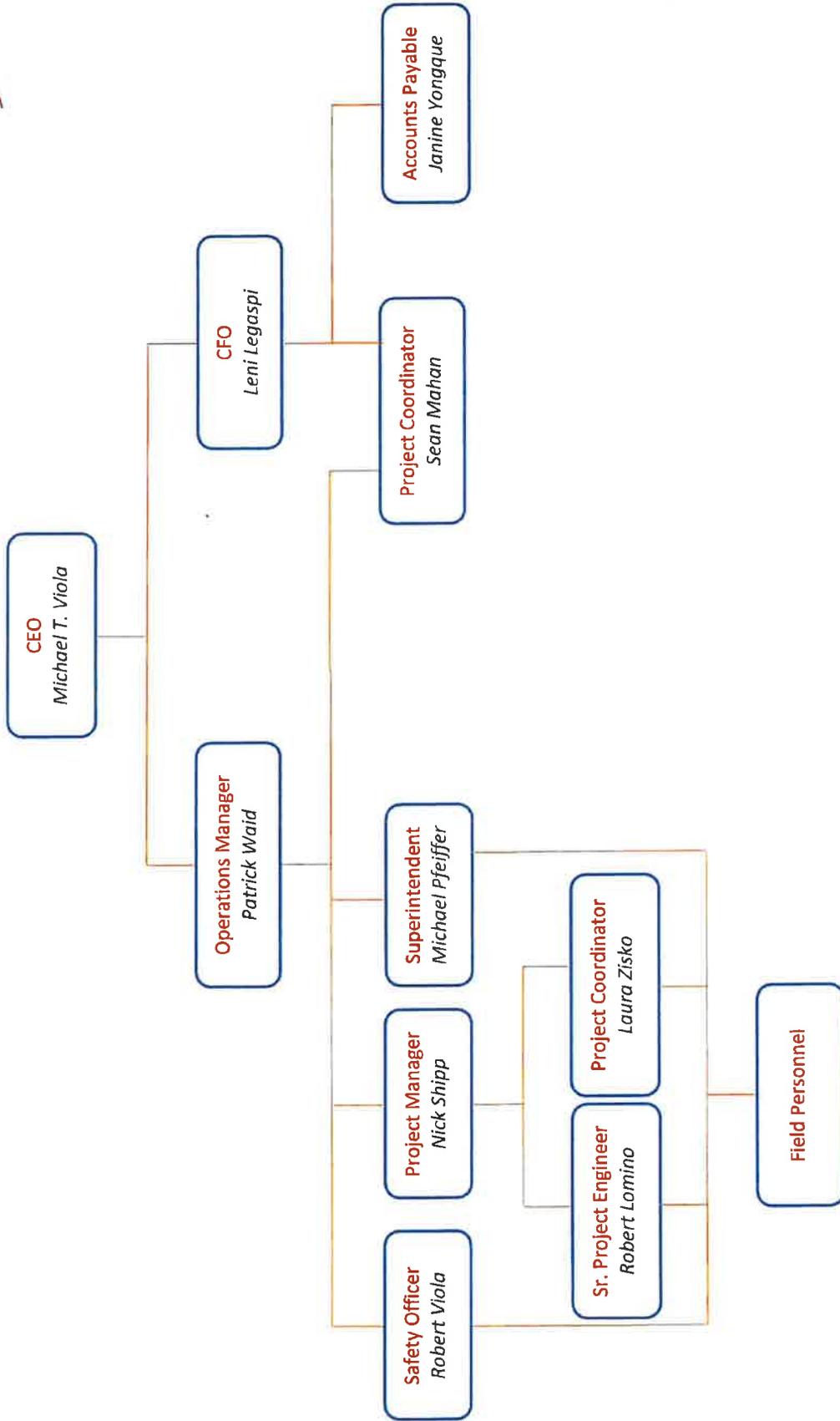
Sean Mahan, Project Coordinator

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

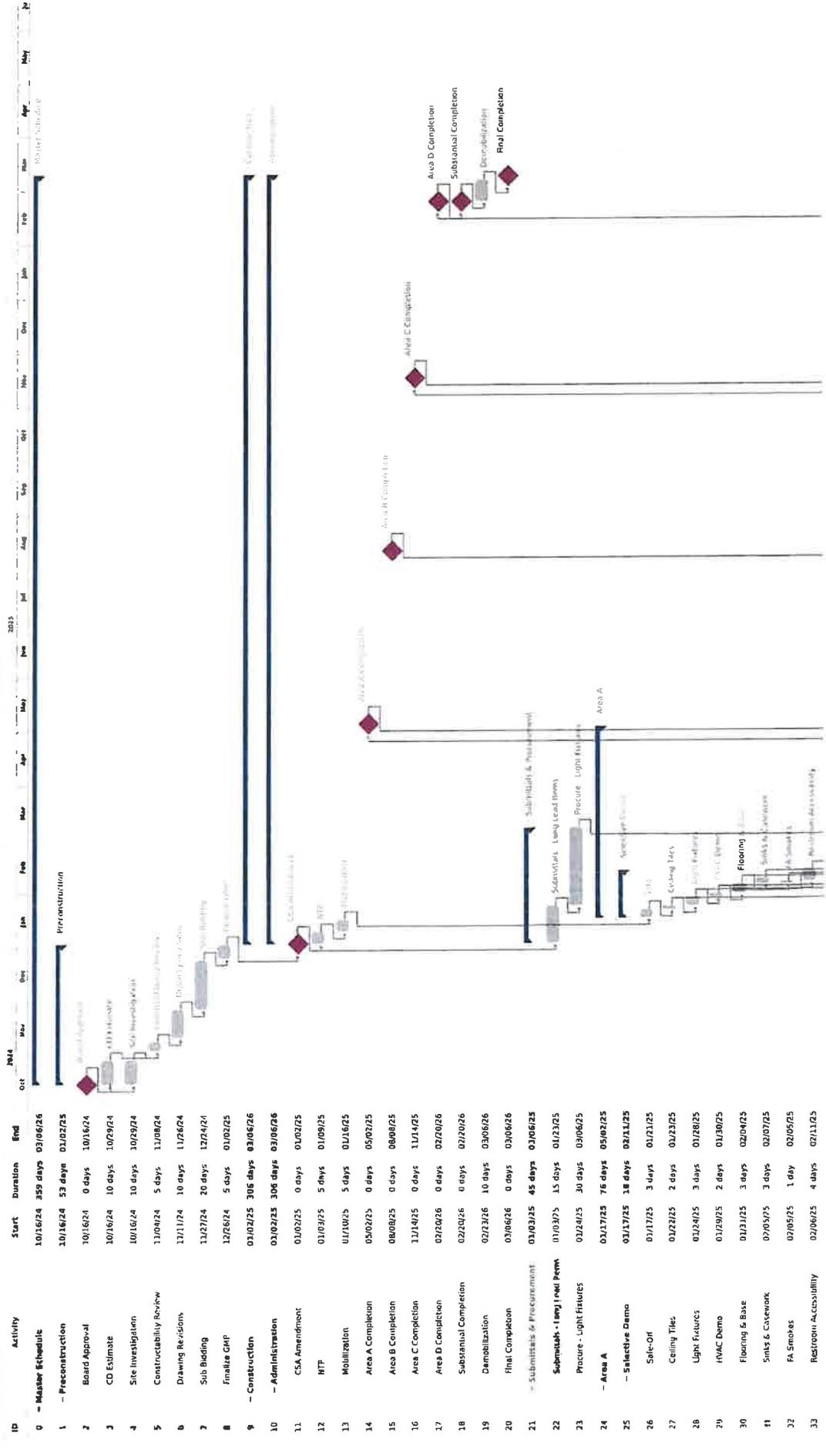
Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.



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"***



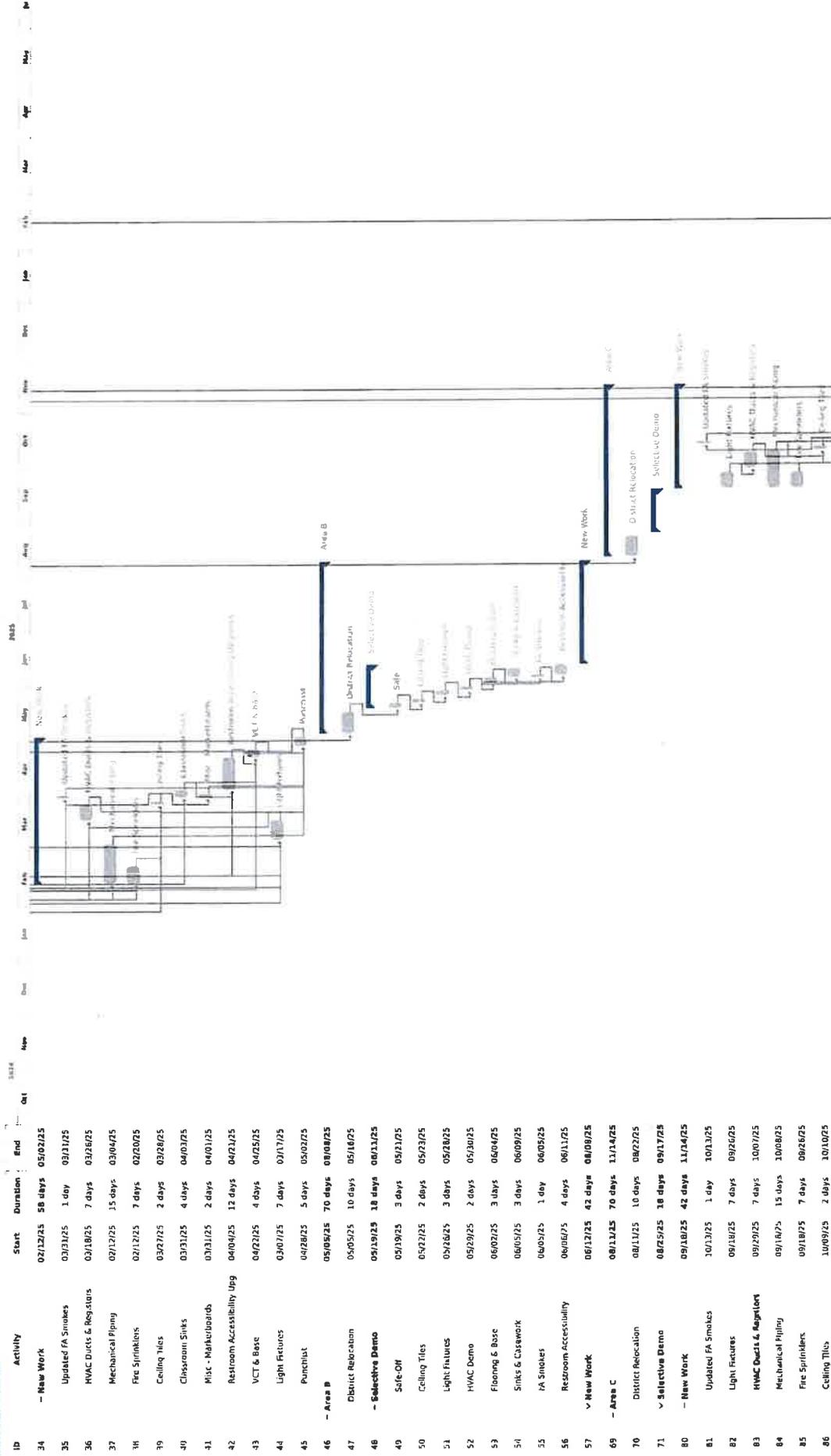
Status

- Completed
- Overdue
- Ahead
- Uninitiated

General

- Parent Activity
- Child Activity
- Baseline
- Milestone
- Delay
- Links

**McAuliffe ES Modernization
RFP Schedule**



General

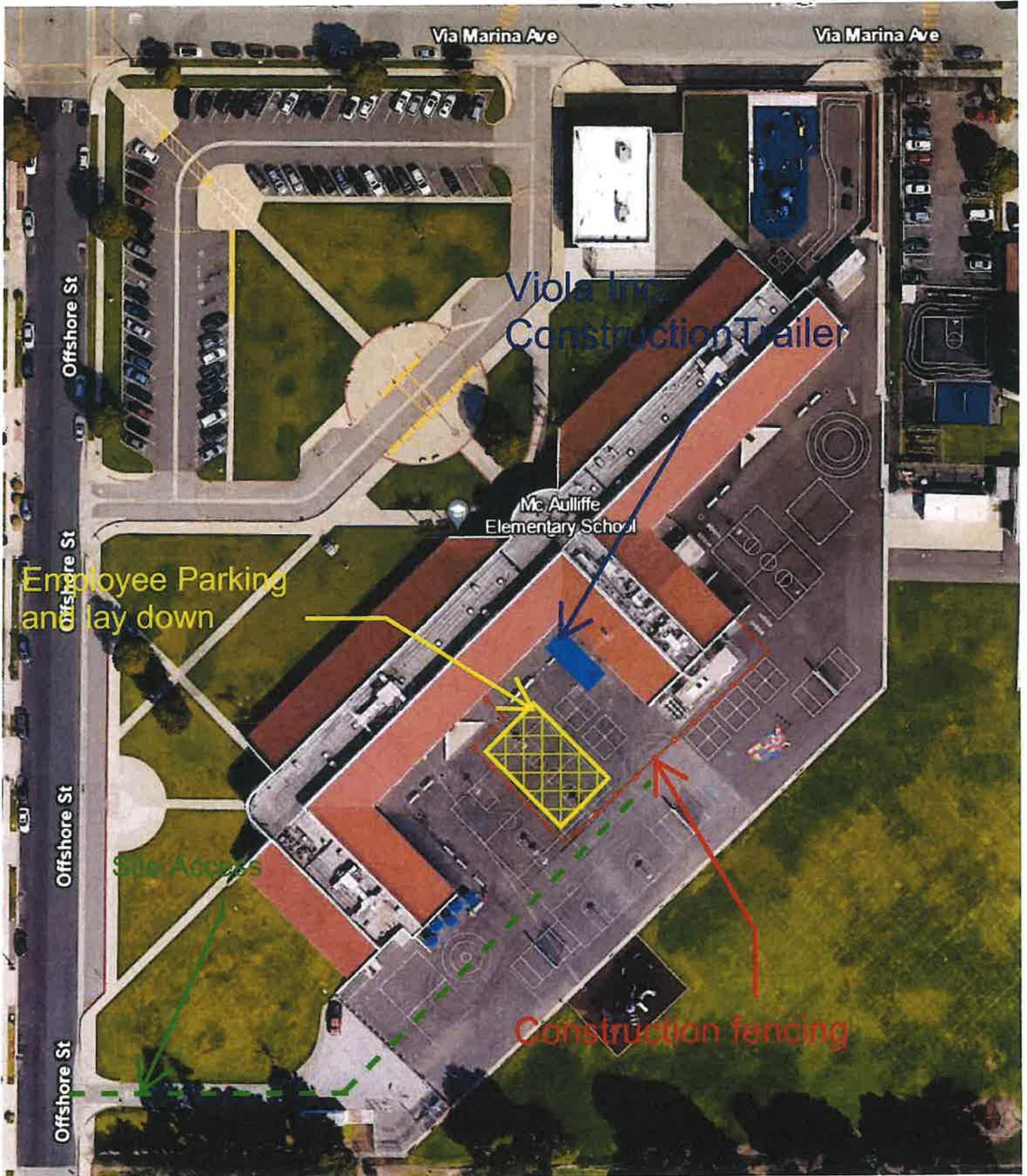
- Parent Activity
- Child Activity
- Baseline
- Delay
- Milestone
- Links
- Status
 - Completed
 - Overdue
 - Ahead
 - Uninitiated

ID	Activity	Start	Duration	End
87	Classroom Sinks	10/13/25	4 days	10/16/25
88	Misc - Marketboards	10/13/25	2 days	10/14/25
89	Restroom Accessibility Upgra	10/17/25	12 days	11/03/25
90	VCT & Base	11/04/25	4 days	11/07/25
91	Punchlist	11/10/25	5 days	11/14/25
92	- Area D	11/17/25	70 days	02/20/26
93	District Relocation	11/17/25	10 days	11/28/25
94	✓ Selective Demo	12/01/25	18 days	12/24/25
103	- New Work	12/25/25	42 days	02/20/26
104	Updated FA Smokes	01/19/26	1 day	01/19/26
105	Light Fixtures	12/25/25	7 days	01/02/26
106	HVAC Ducts & Registers	01/05/26	7 days	01/13/26
107	Mechanical Piping	12/25/25	15 days	01/14/26
108	Fire Sprinklers	12/25/25	7 days	01/02/26
109	Ceiling Tiles	01/19/26	2 days	01/26/26
110	Classroom Sinks	01/19/26	4 days	01/22/26
111	Misc - Marketboards	01/19/26	2 days	01/20/26
112	Restroom Accessibility Upgra	01/23/26	12 days	02/09/26
113	VCT & Base	02/10/26	4 days	02/13/26
114	Punchlist	02/16/26	5 days	02/20/26



General

- Parent Activity
- Child Activity
- Baseline
- Delay (+ # days)
- Milestone
- Links
- Status:
 - Completed
 - Overdue
 - Ahead
 - Uninitiated



MCAuliffe ES Conceptual Budget Estimate 8-21-24

Scope of Work Descrpt	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
Summary						% of Project		
0100	General Conditions			SF		\$	855,000.00	
01720	Field Engineering (Survey)			SF		\$	15,000.00	
02200	Demolition			SF		\$	441,727.00	
02300	Earthwork			SF		\$	-	
02500	Underground Utilities			SF		\$	-	
02600	A/C Paving			SF		\$	-	
02700	Pavement Marking & Bumpers			SF		\$	-	
02820	Fences & Gates			SF		\$	-	
02900	Landscape & Irrigation			SF		\$	-	
03300	Cast In Place Concrete (Bldg)			SF		\$	50,000.00	
03400	Precast Concrete			SF		\$	-	
02775	Site Concrete			SF		\$	-	
04200	Masonry			SF		\$	-	
05100	Structural Steel			SF		\$	-	
05500	Metal Fabrication			SF		\$	8,000.00	
06610	Misc. Carpentry - M&T			SF		\$	125,000.00	
06600	Rough Carpentry (Framing)			SF		\$	-	
06620	Architectural Woodwork			SF		\$	19,000.00	
07300	Building Insulation			SF		\$	3,500.00	
07400	Membrane/Built-up Roofing			SF		\$	-	
07600	Sheet Metal Flashing & Trim			SF		\$	-	
07500	Metal Roofing & Sidings			SF		\$	-	
07920	Joint Sealants			SF		\$	-	
07800	Fireproofing			SF		\$	25,000.00	
08100	Doors, Frames & Hardware			SF		\$	7,000.00	
08400	Storefront, Glass & Glazing			SF		\$	65,000.00	
09100	Lath & Plaster			SF		\$	-	
09200	Drywall			SF		\$	200,000.00	
09300	Ceramic Tile			SF		\$	50,000.00	
09500	Acoustical Ceilings			SF		\$	237,853.00	
09400	Flooring (Carpet & Resilient)			SF		\$	611,622.00	
09700	Painting, Coatings & Wall Coverings			SF		\$	93,442.25	
10200	Signage			SF		\$	20,000.00	
10150	Toilet Partitions & Accessories			SF		\$	75,000.00	
114000	Food Service Equipment			SF		\$	-	
12490	Window Coverings			SF		\$	-	
15300	Fire Sprinkler System			SF		\$	56,510.00	
15400	Plumbing			SF		\$	679,580.00	
15500	HVAC			SF		\$	1,019,370.00	
16000	Electrical			SF		\$	645,601.00	
16400	Comm & Low Voltage			SF		\$	-	
16720	Fire Alarm			SF		\$	509,685.00	
Subtotal Building Construction Costs			0		\$	-	\$ 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	

Not for Distribution
Proprietary Data of Viola, Inc.



*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

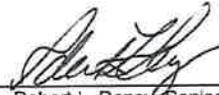
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

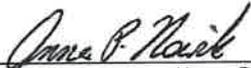
By: 
Robert L. Raney, Senior Vice President

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:			
INSURER F:				

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: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Change Order #002 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K Project (Pifko/Bennett/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction. The District has received the State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is \$8.2 million which will require a \$2.7 million District match, for a total project cost of \$10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

On January 26, 2024, the Board of Trustees approved Agreement #23-237 with Edwards Construction Group, Inc. to provide pre-construction services on the Marina West PS/TK/K project.

On December 18, 2024, the Board of Trustees approved Amendment #001 to Agreement #23-237 for the Guaranteed Maximum Price (GMP)

The purpose of this Change Order #002 is to provide funds for a required Interim Fire Alarm System for the kitchen, CDR and NFL Buildings.

FISCAL IMPACT:

\$2,429.62 - County School Facilities Fund 350

RECOMMENDATION:

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 ratify Change Order #002 to Agreement #23-237 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: [Change Order #002 \(2 Pages\)](#)

[Proposal \(5 Pages\)](#)

[Amendment #1 \(102 Pages\)](#)

[Agreement #23-237, Edwards Construction Group Inc. \(51 Pages\)](#)



CHANGE ORDER

Date: 10/15/2025

Change Order NO. 002

PROJECT: Marina West Elementary School
 New Modular Classroom Buildings
O.S.D. BID No. N/A
O.S.D. Agreement No. 23-237

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

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

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

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

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

ORIGINAL CONTRACT SUM.....	\$	4,260,414.69
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$	28,390.90
ADJUSTED CONTRACT SUM.....	\$	4,288,805.59
NET CHANGE	\$	2,429.62

Total Change Orders to Date: \$ 30,820.52

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 002.....\$ 4,291,235.21

Anticipated Commencement Date.....	December 18, 2024
Actual Commencement Date:	December 18, 2024
Original Completion Date:	January 16, 2026
Original Contract Time:	283 Calendar Days
Time Extension for all Previous Change Orders:	0 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	January 16, 2026

Percentage0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Interim Fire Alarm System for the Kitchen at Marina West School		\$2,429.62		
2.					
3.					
4.					
	Totals	\$ 0.00	\$2,429.62	\$ 0.00	\$ 0.00

Total Change Order No. 002\$ \$2,429.62

**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: _____



PCO #002

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

Project: 24-022 - Marina West Oxnard LLB
 2501 Carob St
 Oxnard, California 93035
 Phone: 805-385-1554

Prime Contract Potential Change Order #002: Marina West - Scott & Sons - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	FROM:	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Jun Tanaka (Flewelling & Moody)	CREATED BY:	Siliana Chacon (Edwards Construction Group, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,429.62

POTENTIAL CHANGE ORDER TITLE: Marina West - Scott & Sons - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

CHANGE REASON: Client Request

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

Added Costs due to Unforeseen Phasing - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

In January 2025, it was determined that there would be no interim housing available for the CDR leasing childcare program. As a result, the project had to be restructured into two phases to accommodate continued use of the site.

- **Phase 1:** Construction on the southern half of the property, allowing three existing buildings to be used as interim housing for the preschool program.
- **Phase 2:** Construction on the northern portion of the site, including two buildings and the play field improvements.

This change order includes the additional work required to:

- Disconnect the existing fire alarm system from the main campus.
- Relocate fire alarm modules to establish an independent fire alarm system for the CDR and NFL buildings.

ATTACHMENTS:

[PCO 002 - Interim Fire Alarm_Rev.pdf](#)

#	Budget Code	Description	Amount
1	PCO-002.S Potential Change Order 2.Commitment	Interim Fire Alarm	\$2,076.60
		Subtotal:	\$2,076.60
		Subcontractor (10.00%):	\$207.66
		Contractor (5.00%):	\$103.83
		Bond (2.00%):	\$41.53
		Grand Total:	\$2,429.62



PCO #002

Jun Tanaka (Flewelling & Moody)

99 S. Lake Ave. Suite 300
Pasadena, California 91101

Oxnard School District

1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.

991 Bennett Ave
Arroyo Grande, California 93420

Signed by:

9/12/2025
F08C0A4C84A348D...
SIGNATURE **DATE**

SIGNATURE **DATE**

Signed by:

9/12/2025
BC48820E74504F2...
SIGNATURE **DATE**
Justin Boe VP Operations

Scott And Sons Electric

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

COR 749-02

TO: Edwards Construction
 SPEC. SEC. # : 260000 270000 280000
 JOB NAME: Marina West

ATTN: Siliana
 TRADE: Electrical

JOB ADDRESS:

DATE SUBMITTED: 6/5/2025

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: \$ 2,284.26

INCLUDES:

- Disconnect fire alarm system from main campus
- Relocate modules to establish independent fire alarm system for portables

EXCLUDES:

See Contract

**Marina West - Change Orders : Temp Fire Alarm
Totals (Summary) - Bid Summary: Default**

Material	
Non-Quoted	\$0.00
Quotes	0.00
Sales Tax (8.75%)	0.00
Total Material	\$0.00
Labor	
Direct (20.00 hours @ \$103.83)	\$2,076.60
Non-Productive Labor	0.00
Total Labor (20.00 hours)	\$2,076.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$2,076.60
Profit and Overhead (10.00%)	207.66
Job Total	\$2,284.26
Actual Bid Price	\$2,284.26
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 %	10.00
Gross Profit \$	\$207.66

6/5/2025 12:22:54 PM

Marina West - Change Orders : Temp Fire Alarm

Job Number: CO749-2

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr	Lab P
--- 18 Misc. ---							
T0001	Disconnect Fire Alarm from Main Campus, Relocate M	1	0.00 E	0.00	20.00 E	20.00	
--- 18 Misc. Total ---				0.00		20.00	
Job Total				0.00		20.00	

* Trade Price, Labor column 3

Amendment No. 001 to Construction Services Agreement No. 23-237

The Construction Services Agreement No. 23-237 (“Agreement”) entered into on January 17, 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. 23-237 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Marina West Elementary School Preschool, TK, K Classroom Project for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Marina West Elementary School located at 2501 Carob St, Oxnard, CA 93035 (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 Marina West Preschool, TK, K Classroom 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 **Four Million Two Hundred Sixty Thousand Four Hundred Fourteen Dollars and Sixty-Nine Cents (\$4,260,414.69)**. The GMP consists of Sublease Payments in the amount of **\$37,278.62** per month for **6** months for a total lease value of **Two Hundred Twenty-Three Thousand Six Hundred Seventy-One Dollars and Seventy-Two Cents (\$223,671.72)** 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. 23-237 entered into and executed by the Parties on January 17, 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

12/19/24

EDWARDS CONSTRUCTION GROUP:

By: 
Brad Edwards, President

11/20/2024
Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Marina West Elementary School – 2501 Carob St, Oxnard, CA 93035

Plans and Specifications as prepared by Flewelling Moody. DSA
Application Number 03-124194. DSA file number 56-22

OSD Agreement #24-179

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 18th day of December 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 Marina West Elementary School, 2501 Carob Street, 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)

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

EXHIBIT A

Legal Description of Site

Marina West
Elementary School,
2501 Carob Street,
Oxnard, CA 93035

OSD Agreement #24-180

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 18th day of December 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 Marina West Elementary School, 2501 Carob St, Oxnard, CA 93035, within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

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

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

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

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

SECTION 1. Sublease

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

SECTION 2. Term

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

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

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

- (a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.
- (b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.
- (c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.
- (d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.
- (e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

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

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

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

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

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

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

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

SECTION 5. Construction/Acquisition

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

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

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

SECTION 6. Payments

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

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

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

SECTION 7. Fair Rental Value

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

SECTION 8. Sublease Abatement

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

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

SECTION 9. Use of Site and Project

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

SECTION 10. Contractor's Inspection/Access to Site

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

SECTION 11. Project Acceptance

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

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

SECTION 12. Alterations and Attachments

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

SECTION 13. Physical Damage; Public Liability Insurance

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

SECTION 14. Taxes

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

SECTION 15. Events of Default

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

SECTION 16. Remedies on Default

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

SECTION 17. Non-Waiver

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

SECTION 18. Assignment

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

SECTION 19. Ownership

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

SECTION 20. Sublease Prepayments/Purchase Option

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

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

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

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

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

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

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

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

SECTION 21. Indemnification

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

SECTION 22. Construction Services Agreement and Site Lease

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

SECTION 23. Severability

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

SECTION 24. Entire Agreement

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

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

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: 11/20/2024

Date: 12/19/24

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 **THIRTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS AND SIXTY-TWO CENTS (\$37,278.62)** 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.

EDWARDS

Marina West
LLB

GMP
11/11/2024

CSI code	Division/Trade	Quantity	Metric - Labor	Material	Subcontractor	Vendor	Equipment	Other	SubTotal	
00 00 00	Procurement and Contracting Requirements									
00 72 00	General Conditions	1	LS		710,474.00	Edwards Construction Group			710,474.00	
01 00 00	General Requirements									
01 32 23	Survey and Layout Data	1	LS		25,000.00	Edwards Construction Group			25,000.00	
01 51 13	Temporary Electricity	1	LS		12,500.00	Edwards Construction Group			12,500.00	
01 58 26	Temporary Fencing	1	LS		18,250.00	Edwards Construction Group			18,250.00	
01 57 23	Temporary Storm Water Pollution Control	1	LS		32,728.00	Edwards Construction Group			32,728.00	
01 21 00	ECG Internal Contingency	1	LS		75,000.00	Edwards Construction Group			75,000.00	
01 21 00	Playground Equipment Allowance	1	LS		25,000.00				25,000.00	
01 21 00	Unforeseen Soil Condition Allowance	1	LS		50,000.00				50,000.00	
02 00 00	Existing Conditions									
02 41 13	Selective Site Demolition	1	LS		159,640.00	Coastal Demo			159,640.00	
03 00 00	Concrete									
03 00 00	Concrete Foundations	1	LS		662,000.00	DJS Contracting			662,000.00	
04 00 00	Masonry									
04 20 00	Unit Masonry	1	LS		33,250.00	DJS Contracting			33,250.00	
05 00 00	Metals									
05 50 00	Metal Fabrications	1	LS		172,604.00	Enviroplex			172,604.00	
05 51 00	Metal Trash Enclosure Gates	1	LS		13,780.00	Duncan Welding			13,780.00	
10 00 00	Specialties									
10 14 00	Signage	1	LS		29,200.00	Division 10 Signage			29,200.00	
11 00 00	Equipment									
11 88 13	Playground Equipment	1	LS		99,788.00	Great Wester Park & Playgrounds			118,788.00	
26 00 00	Electrical									
26 00 00	Electrical	1	LS		524,605.00	Smith Electrical			524,605.00	
27 00 00	Communications									
27 00 00	Communications	1	LS			Smith Electrical			0.00	
28 00 00	Electronic Safety and Security									
28 31 00	Fire Detection and Alarm	1	LS			Smith Electrical			0.00	
31 00 00	Earthwork									
31 00 00	Earthwork	1	LS		456,900.00	Damar Construction			456,900.00	
31 23 16.13	Trenching	1	LS		97,735.00	Edwards Construction Group			97,735.00	
32 00 00	Exterior Improvements									
32 12 16	Asphalt Paving	1	LS		82,000.00	Apodaca Paving			82,000.00	
32 13 13	Site Concrete	1	LS		192,500.00	DJS Contracting			192,500.00	
32 17 23	Pavement Markings & Site Signage	1	LS		5,525.00	Apodaca Paving			5,525.00	
32 30 00	Site Furnishings	1	LS						0.00	
32 31 13	Chain Link Fences and Gates	1	LS		72,078.00	Big Watoo			72,078.00	
32 90 00	Landscaping	1	LS		81,600.00	Elite Landscape			81,600.00	
33 00 00	Utilities									
33 00 00	Utilities	1	LS		295,000.00	Suttie Plumbing			295,000.00	
Total Bid Direct Cost									3,921,158.00	
Insurance									1.75%	68,620.00
Fee									6%	235,269.00
Bond Subtotal									4,225,045.00	
P&P Bonds									0.83%	35,369.67
Total Bid									4,260,414.67	

Demolition

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Demolition	Coastal Demo, Inc.	Submitted	\$159,640.00	Apparent Low Bidder
Demolition	Integrated Demolition & Remediation (no PLA)	Submitted	\$198,000.00	
Demolition	Standard Demolition	Submitted	\$178,805.00	
Demolition	Toro Enterprises	Submitted	\$57,600.00	Site Demolition Only, Does not include Building Demo

coastal demo inc.

Concrete Cutting - Demolition - Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

PROPOSAL

DATE: 9-30-24

CONTACT: Brad

CUSTOMER: Edwards Construction Group

JOB ADDRESS: Marina West ES – 2501 Carob St.

CITY: Oxnard

PHONE: 805-614-9909

EMAIL:

DESCRIPTION OF WORK

Demolish and haul offsite per plans dated 9/6/24 to include:

- Plan Sheet AA1.02. Demolition Key Notes 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 18.

***** In addition to the (9) standard exclusions below, Coastal Demo Inc. excludes the removal of any asphalt that contains petromat.**

***** DIR #1000010412**

Price based on:

1. (1) move on.
2. Regular work hours.
3. Prevailing Wages.

Customer to provide:

1. Layout prior to Coastal Demo arrival.

coastal demo inc.

Concrete Cutting • Demolition • Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447

PHONE: 805-473-9451 // FAX: 805-489-1098

2. Water and power onsite.

TOTAL: \$159,640.00

QUOTE SUBMITTED BY: Ryan Gallagher 805-607-6068

Coastal Demo excludes all items listed below unless otherwise noted on contract.

- | | |
|-----------------------------------|---|
| 1. Permits | 6. Capping or Disconnecting of existing utilities. |
| 2. Layout | 7. De-watering. |
| 3. Shoring or Bracing | 8. Identification or Removal of Hazardous Waste. |
| 4. Traffic or Pedestrian Control. | 9. Damage to pipes, conduits, or post tension cables. |
| 5. Protective covers or barriers. | |

Our liability and responsibility shall be limited strictly and solely to acts of omission of our direct employees, anything in any purchase order or contract notwithstanding. We are not responsible for delays due to equipment malfunctions, weather or other causes beyond or control.

Customer Approval: I have read the contract terms and agree to the terms and conditions.

SIGNATURE: _____ DATE: _____

STANDARD DEMOLITION
DEMOLITION CONTACTORS

Brad
Edwards Construction Group
805-614-9909
be@edwardscongroup.com

9-30-2024
Marina West School, Oxnard

Standard Demolition proposes to:

Demolish and remove items shown for removal on Sheet AA1.02 of plans dated 9/6/24.

Includes sawcutting, processing, trucking, and disposal
One mobilization
Prevailing wages
On site water source by others

Does not Include:

Excavation or grading unless noted
Layout for saw cuts
Hazardous materials detection or removal
Backfill or compaction
Salvage for the benefit of others
Permits
SWPPP or BMPs
Barricades, temp fences, or protective covers
Capping or disconnecting utilities or storm drains

Bid Amount.....\$178,805

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140

CA DIR 1000047290



INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

CSLB LICENSE #1003504

DIR # 1000023608

Date: October 07, 2024

via Email:

jg@edwardscongroup.com

Jessica Gregory
Edwards Construction Group

Proposal #IDR2024-0253

Project Name: Marina West Oxnard: Site Demolition

Integrated Demolition and Remediation (“IDR”) respectfully submits the following scope and pricing on the above referenced project for your consideration.

<i>Scope of work includes Scope as listed on Demolition Plans & Specs</i>	
<p><u>Site Demolition</u> <i>Site Demolition at 2501 Carob St, Oxnard.</i> - Demo (E) 1 Story Modular Building (8 ea) (upto 975 sf) & Ramp - Demo (E) 1 Story Modular Building (upto 1025 sf) & Ramp - Demo (E) 1 Story Modular Building (upto 1700 sf) & Ramp - Demo (E) 1 Story Modular Building (upto 1550 sf) & Ramp - Demo (E) Landscape (upto 3750 sf) - Demo (E) Portion of Deck Assembly (upto 1090 sf) - Demo (E) Portion of Concrete Trike Path - Demo (E) Chainlink Fence & Gate (upto 1060 sf) - Demo (E) Asphalt Paving (upto 9022 sf) - Demo (E) Concrete Pad & Swale (upto 333 sf) - Demo (E) Concrete Ramp & Walkway (upto 805 sf) - Demo (E) Trash Enclosure & Transformer - Saw Cut (E) Concrete & Asphalt</p>	\$ 198,800.00

Contract Documents, Plans and Specifications:

- AA1.02: Enlarged Demo Site Plan

Contract Conditions and Assumptions: This proposal or listed clarifications, conditions and exclusions in this proposal will be included as part of any mutually agreed upon contract

- The proposal is based on One mobilization; additional mobilization will be billed at \$ 5,500.00/mob
- This proposal excludes Shoring / Bracing / Temporary Protection
- All utility safe-offs by others
- Striping Removal is excluded from this proposal
- The proposal is based on prevailing wages
- **Hazardous Abatement is excluded from this proposal; Owner to provide a copy of**

421 E CERRITOS AVE • ANAHEIM, CA 92807

PHONE: 714-340-3333 • FAX:714-709-4729



INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

the survey prior to starting of demolition

- This proposal does not include any layouts. All layouts to be done by GC
- Site security and site fencing will be provided by the GC/owner
- No overtime included in this proposal
- Cap-off and rerouting of utilities are to be done prior to IDR mobilization
- Import /Export of soil / dirt is excluded from this proposal
- Owner/GC to provide local building/demolition permits
- Base under the Asphalt and Concrete is excluded
- Foundations no more than 2' thick by 2' wide and no deeper than 5'
- Underground utility removal is excluded from this proposal
- All repairs and patch back as a result of demolition are not included
- This proposal excludes PLA/PSA/CWA/Union Agreements
- This proposal excludes Earthwork, Grading, Excavation, Hydro seeding, Erosion Control, and SWPPP
- All items to be relocated & salvaged from the site shall be removed prior to IDR mobilization by others

Exclusions

Bond, site security, weather protection, liquidated damages, unforeseen conditions, salvage for others, shoring, relocation, bracing, engineering, staking, layout, lagging, underpinning, dewatering, pedestrian barricades, protective covers, off-site work, standby time due to owner/contractor delays, handling asphalt with Petromat fabric or concrete plastic below asphalt, utility rerouting or reconnection, permits, termination of utility accounts; specialty insurance items not listed in this proposal.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Please feel free to contact me with any comments or questions on my cell phone 714-483-1534 or email at chet@idrdemo.com.

Regards,

Chet Gala
Estimator

421 E CERRITOS AVE • ANAHEIM, CA 92807

PHONE: 714-340-3333 • FAX: 714-709-4729

Concrete Foundations

Bid Form	Bidders	Bid Status	Bid Amount	Notes
033100 CONCRETE WORK(Foundations)	American Construction Group, Inc	Submitted	\$742,577.00	
033100 CONCRETE WORK(Foundations)	Barcelo Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	DJS Contracting	Submitted	\$662,000.00	
033100 CONCRETE WORK(Foundations)	DLR Associates	Submitted	\$648,300.00	Apparent Low Bidder
033100 CONCRETE WORK(Foundations)	Falcone General Engineering Inc.	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	Grant Construction	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	GT Commercial Concrete, Inc.	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	JNE Concrete Inc.	Submitted	\$981,118.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	JV Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Lazcano Masonry & Concrete	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Penhall Company	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	Peter Lapidus Const. Inc.	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	RCCI DBA Ramirez Company	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	R&E Concrete, Inc. (Famco)	Will Not Bid	\$0.00	
033100 CONCRETE WORK(Foundations)	Santa Clarita Concrete	Will Bid	\$1,077,850.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	Toro Enterprises (No SD Work)	Did Not Submitt	\$0.00	
033100 CONCRETE WORK(Foundations)	V & G Builders, Inc.	Did Not Submitt	\$0.00	



GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Suite # 1G
Simi Valley CA 93063
Phone # 805 584-2714 Fax # 805 584-2023
C/L # 776402
DIR#1000012744

Edwards

10/2/24

Reference: Marina West ES – New Modular Classrooms
Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

1. **The bid item pricing is based on the project in its entirety** and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.
2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.
3. We have the right to mutually agree to the construction schedule.
4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a “Fair And Equitable Escalation Clause.”

Proposal

Modular Building Cast-in-place Concrete:	\$662,000.00
Site Work Concrete:	\$175,000.00
Trash Enclosure Concrete:	\$22,500.00
Trash Enclosure CMU:	\$10,750.00

Inclusions

1. Cost and fees for AB219 Legislation.
2. Skilled and trained workforce.

3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
4. Excavation of new building foundations.
5. Supply and installation of concrete reinforcing steel as required.
6. Form work as required for new concrete work.
7. Form work installation for new stem walls and pilasters.
8. Templates as required for reinforcing steel.
9. Installation of embeds in concrete (supplied by others).
10. Place and finish building pad foundations for (5) 72'x40' modulares with pedestals and poured in place stem walls.
11. Place and finish concrete for new 3" sand slurry gopher slab.
12. Concrete work for crawl space access vent well.
13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
17. Installation of 168 lft concrete gutter per note 9 on C1.03.
18. Installation of 15 lft concrete flume per note 12 on C1.03.
19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
26. Installation of control and expansion joints as required in new concrete.
27. Curing of new concrete as required.
28. Concrete pump placement as required for or scope of work.
29. Supply and removal of concrete washout boxes as required for our scope of work.
30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

1. Supply and installation/setting of poly vents.
2. Supply and installation of vapor barrier (plans do not call for it).
3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
4. Mow curb around new modular buildings.
5. Play structure foundations.
6. Demolition and sawcut of existing structures.
7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
8. Compaction of bottom of new foundation and earth sub grade preparation.
9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
10. Haul off and or export of our earth spoils from site.
11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
13. Dewatering of excavations from surface water, rain water, ground water or seepage.
14. Storm water control pollution control.
15. Joint sealants (supply and installation).

16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
18. Colored concrete.
19. Concrete hardeners or fibers in concrete mix design.
20. Water proofing.
21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
22. Fees for bond and cost of bond if required.
23. Building and Site Engineered Survey.
24. Construction fencing.
25. Traffic control, flag men, and pedestrian control.
26. Lane closures, permits and fees, (if required).
27. Access (access to our work if needed provide by others).
28. Water and power as required for completing our scope of work.
29. Precast concrete, GRFC concrete, supply and installation (if required).
30. Locating and protection of existing underground utilities.
31. Concrete encasement of underground pipes and utilities.
32. Concrete work for other trades.

Sincerely,
DJS Team

DLR Associates DIR # PW-LR-
 1000924303 LIC # 1092044
 1737 E Washington Blvd. Ste 2
 Pasadena, CA 91104

Estimate 34533



ADDRESS

EDWARDS CONSTRUCTION
 GROUP

DATE 10/18/2024	TOTAL \$648,300.00
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SALES REP

RICARDO BARAJAS

ACTIVITY	DESCRIPTION	RATE	AMOUNT
Structural Concrete Contract	Marina West Oxnard LLB (PREVAILIN WAGE) BUILDINGS 1,1A,2,2A &3 STRUCTURAL CONCRETE LABOR AND MATERIAL SCOPE OF WORK \$ 648,300.00 1) EXCAVATION OF FOOTINGS 2) PREP, FORM AND POUR CONCRETE FOOTINGS 3) SUPPLY AND INSTALL REBAR 4) PREP, FORM AND POUR CONCRETE VENT WALLS 5) INSTALL EMBED PLATES (SUPPLY BY OTHERS) 6) MANPOWER 7) EQUIPMENT 8) SITE SUPERVISION 9) INSTALL FOOTINGS FOR 1 TRASH ENCLOSURE	648,300.00	648,300.00T

*EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers

Thank you for your business!

SUBTOTAL	648,300.00
TAX	0.00
TOTAL	\$648,300.00

THANK YOU.



16164 Sierra Highway, Santa Clarita, California 91390 License No. 381605

Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulares 1,1A,2,2A,3

October 30, 2024

Our bond rate: 1%

Our Fed Tax ID: 95-3376896

DIR # 1000002536

Addendums 1-14 noted

\$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

1. 4" PCC pedestrian and vehicular paving on 4" class II base
2. 4" Vehicular paving on 6" Class II base where shown on C3.01
3. PCC thickened edges at planter areas
4. Curb at parking areas
5. Pedestrian ramp with truncated domes
6. 24" ribbon gutter at East access area
7. Concrete flume structure
8. Concrete curb around play area perimeter per landscape drawings
9. Flush curb at turf area
10. Radius flush curbs for 4 tree wells per landscape drawings and details.
11. Footing for CMU trash area walls
12. Trash area curbs
13. Rebar for all items above

Exclusions for this project.

1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
2. Backfill of the exterior building stem / footings
3. Any work required after July 1 labor increases (schedule not provided)
4. Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
5. Sealing or coatings on slabs or flatwork.
6. Repair of existing concrete structures
7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
8. Drain structures and catch basins.
9. Light standards or other lighting footings.
10. Survey.
11. Drypack
12. Patch-back for demo'd site paving for new utility trenches.
13. Footings for play equipment including ball walls, backstops, or play poles.

14. Water and Power to be supplied by others
15. All permits and inspection fees to be paid for by others.
16. Bid amount based on 40-hour workweek, Monday through Friday.
17. No obstructions.
18. Any cure, sealer or hardener on slabs other than that listed above.
19. Staining or polishing concrete.
20. Protection or clean-up of misc material.
21. Shop drawings (if required).
22. Any required excavation and recompaction of soils below footings or piers.
23. Costs for grades or grading in excess of 1/10th ft.
24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
25. Dewatering of any kind.
26. Blockouts or installation of sleeves for other trades.
27. Fence, gate post, or misc. sign footings.
28. Supply, offload, storage, or inventory of miscellaneous metals.
29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
30. Welding.
31. Testing, inspections, and permits.
32. Rough concrete encasement for other trades including thrust blocks.
33. Dust control, street sweeping or cleaning.
34. Colored concrete other than that listed above.
35. Caulking, joint fillers or insulation material.
36. Sub drainage systems.
37. Protection of concrete surfaces after finishing.
38. Lane closure permits, traffic control, flagmen, or barricades.
39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
41. Demolition, drilling, doweling, or reworking of existing structures.
42. Temporary protection of our completed work.
43. Trash bins.
44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
45. O&P less than 15% on change orders – our overhead already exceeds 15%.
46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh



QUOTE

960 W Grand Ave
 Grover Beach, CA 93433
 805 668 2059
Ed.jneconcrete@gmail.com
norm@jneconcrete.com
Joey@jneconcrete.com

INVOICE # 111
 Date: 10/17/20024

To:
 Edwards Construction Group
 991 Bennett Ave
 Arroyo Grande, CA 93420

Expiration Date: 11/17/2024

Job Name	Job Location		
Marina West Elementary School	2501 Carob St, Oxnard, CA 93035		

Description	Line Price	
1 Site work	\$98,654.82	
2 Foundations		
Buildings 1&1A	\$176,088.00	
Buildings 2&2A	\$176,088.00	
Building 3	\$89,056.00	
Buildings 9&10	\$176,088.00	
Buildings 11&12	\$176,088.00	
Building 13	\$89,056.00	
See Attached Excell Sheet for a line item breakdown of pricing.		
	Total	\$981,118.00

All footing spoils to remain on site(haul off of dirt generated in the process of digging footing to be hauled off site by others). Traffic control JNE concrete does not do traffic control (any traffic control needed to be supplied by others). On site physical hardware layout to be done by others(hardware includes, hold down, anchor bolts, red iron, red iron templates, all threads, hardie wall, strong walls, post brackets). JNE concrete WILL supply anchor bolts with nuts, hold downs, postbrackets, ALL other hardware to be supplied by others. JNE does NOT supply nuts for any bolts(except were listed above) ,washers, red iron or any hardware above the top of concrete line. Concrete washout to be provided by contractor for JNE it use. Trash dumpster water and electrical power to be provided by General contractor.

Thank you for your business!

Asphalt Paving

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Paving & Striping	ABC Resources, Inc.	Did Not Submitt	\$0.00	
Paving & Striping	Apodaca Paving	Will Bid	\$87,525.00	Apprant Low Bidder, Includes Paving and Striping
Paving & Striping	Finish Line Paving Inc.	Did Not Submitt	\$0.00	
Paving & Striping	Golden State Sealing & Striping, Inc	Did Not Submitt	\$0.00	
Paving & Striping	Interstate Striping & Signs Inc.	Submitted	\$4,000.00	Striping Only
Paving & Striping	Landmark Grading & Paving, Inc. dba	Will Not Bid	\$0.00	
Paving & Striping	PCI Striping & Sealcoat	Will Not Bid	\$0.00	
Paving & Striping	Toste Grading & Paving	Will Not Bid	\$0.00	

"We are proud of our work."



Post Office Box 1
Grover Beach, California 93483
Phone (805) 489-1794 Fax (805) 489-9407
License No. 415318 DIR #1000003961
DVBE and MB CERTIFIED #1331580
PROPOSAL and CONTRACT

Date: October 02 , 2024

TO: Edwards Construction Group

Telephone: 805-335-1161 Fax:

JOB ADDRESS: Marina West Elementary

DESCRIPTION: -
- Take over subgrade grade @ 10th+/-
- Pave 3" hot mix asphalt @ 7,900 SF
- Patch Back around playground @ 283 SF
- Patch Back for trenching @ 900 SF

GRADING: Yes

SQ.FT.: See above description

BASE MATERIAL: Yes

HEADERS:

A.C. PAVEMENT: 3"

SEAL: TACK: Included

Permits, testing, engineering (if any) are the owner's responsibility.

MISC.: Add \$5,525 for Striping and Signage Per Site

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

One Hundred Fifty-Eight Thousand Dollars \$ 82,000

Price is good for thirty days from the above date. Contract to be paid upon completion, unless otherwise stated.

Interest on unpaid amounts over 30 days may be charged at 1.5% per month. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. Price on material is subject to change. Not responsible for any "bird baths" or puddles due to grade less than 2%. All agreements must be made in writing. If any legal action is necessary to enforce this agreement, reasonable attorney's fees may be collected by the prevailing party.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

CONTRACTORS' STATE LICENSE BOARD
1020 N Street, Sacramento, California 95814

Respectfully submitted,

By _____,
Estimator
Post Office Box 1
Grover Beach, California 93483
(805) 489-1794

NOTICE: UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date _____

Accepted: _____

Please Sign and Return One Copy

Embeds, Poly Vents, Access Grating



**Oxnard School District - Marina West
Embeds Polys Access Grates**

Pricing subject to final design and finishes

2022 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
2214	Weld Plates	EA	14	\$ 870.38	\$ 12,185.25
2301	2x4 access vent well with retained metal grate (ADA)	EA	1	\$ 5,926.11	\$ 5,926.11
2302	4' polyvent	EA	6	\$ 1,701.00	\$ 10,206.00

Sub-Total	\$ 28,317.36
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PROJECT CLOSE OUT ITEMS					
1	Labor to close out site	hour		\$ 110.00	\$ -
2	On-Site Labor (plumbing close-out)	hour		\$ 268.00	\$ -
3	Crane	hour		\$ 750.00	\$ -
4	Delivery	floor		\$ 12,250.00	\$ -
5	Installation	floor		\$ 7,550.00	\$ -
6	Bond				\$ 297.33
7	Estimated Tax		1		\$ 906.16
Total					\$ 29,520.85
Grand Total					\$ 147,604.24
Typical of 5					

Notes:

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

Signage

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Signage	A Good Sign & Graphics Co	Did Not Submitt	\$0.00	
Signage	AHR Signs Inc	Did Not Submitt	\$0.00	
Signage	Ampersand Contract Signing Group	Did Not Submitt	\$0.00	
Signage	asi Signage Innovations	Did Not Submitt	\$0.00	
Signage	Baja Signs DBA Sign Pro	Did Not Submitt	\$0.00	
Signage	Braille Signs, Inc.	Did Not Submitt	\$0.00	
Signage	Clear Sign & Design	Did Not Submitt	\$0.00	
Signage	Division Ten Signage	Submitted	\$29,200.00	Apparent Low Bidder
Signage	NXT GEN Signs	Will Not Bid	\$0.00	
Signage	Quiet School Signs (Electronic Signs)	Did Not Submitt	\$0.00	
Signage	Signarama	Will Bid	\$6,900.00	Site Signage Only, No Building and room Signage
Signage	Sign Creations	Did Not Submitt	\$0.00	
Signage	Signs Of Success	Undecided	\$0.00	
Signage	Signworks	Will Not Bid	\$0.00	
Earthwork & Underground Utilities	Associated Utility Services	Did Not Submitt	\$0.00	

PROJECT: MARINA WEST ES (N) MOD. CLASSROOM BLDGS (5)

SPEC SECTION: 10 14 00 SIGNAGE

CONTACT

 Estimator: Veronica Thompson
 Email: estimating@division10signage.com
 Cel: (619) 778-5027

BID: **\$29,200.00**

Per Plans/Spec: Y Tax: Y Installation: Y

SIGNAGE SCOPE SPECIFIC TO SIGNS ATTACHED DIRECTLY TO PROJECT SCOPE BLDGS:
(5) MODULAR CLASSROOM BLDGS, PER SHEET A.1

QTY	TYPE	MATERIAL	SIZE	DESCRIPTION
15	TE: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA EXIT ID
30	RID: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA ROOM ID
10	ALS: 6/A1N	1/8" ES PLASTIC	15 1/2" X 9"	ASSISTIVE LISTENING ID
10	OCC:	1/8" ES PLASTIC	15 1/2" X 9" SIM	MAX OCC ID
15	5/A5	1/4" INTEGRAL COLOR ACRYLIC-3D	12" COMBO	T-24 RESTROOM DOOR ID
15	5/A5	1/8" ES PLASTIC	8" X 8"	ADA RESTROOM ID
30	A1N	THIN GAUGE METAL	3" X 2"	MODULAR BLDG TAGS @ EXT+INT MODS
15	5/A5	1/8" ES PLASTIC	6" X 6"	ISA ID

EXCLUDES	TEMPORARY CONSTRUCTION SIGNS
	PARKING, PARKING LOT, DIR P.O.T., FIRE LANE, DROP OFF, SITE STALL SIGN POSTS & PANELS ARE NOT INCLUDED
	SIGN PERMITS/BONDS
	SITE SIGNS, GATE SIGNS, FENCE SIGNS
	PLUMBING, MECHANICAL, ELECTRICAL, EYE WASH TAGS or ID's
	ILLUMINATED - SELF ILLUM. EXIT, PHTOTOLUM. OR LOW LEVEL EXIT SIGNS
	FIRE EXT's, FIRE EXT cabinets, FIRE ALARM ID SIGNS OR FIRE WALL BARRIER ID
	DEMO OF EXISTING SIGNS, WALL PATCH/PAINT
	Any other signs or work areas not SPECIFICALLY noted above
	ADDENDA
TERMS	Bid is valid for (30) days - No bond included – PREVAILING WAGE APPLIES
ALTERNATES	N/A
NOTES	BID IS QUANTIFIED

Thank you for allowing us to bid your signage project.



1833 Portola Rd Unit F
 Ventura, CA 93003
 (805) 477-0243

ESTIMATE

EST-9297

The Way to Grow Your Business

Payment Terms: Customer

Created Date: 10/29/2024

DESCRIPTION: Marina West ES Oxnard

Bill To: Edwards Construction Group
 991 Bennett Ave
 Arroyo Grande, CA 93420
 US

Pickup At: Signarama Ventura
 1833 Portola Rd Unit F
 Ventura, CA 93003
 US

Requested By: Jessica Gregory
 Email: jg@edwardscongroup.com
 Cell Phone: (805) 249-9358

Salesperson: Scott Moilanen
 Work Phone: 805-797-5611
 Entered By: Scott Moilanen

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Towing Sign 18" w x 24" h x .080 aluminum sign panel with blue reflective background and white print and anti-graffiti laminate. Attached to existing fence with wire ties at 4 corners. Bottom of sign to be 60" above grade. Blue background with 1" tall white copy to read "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE PARKING SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT (TBD) OR BY TELEPHONING: (TBD)"	1	\$199.00	\$199.00
2	ADA Compliant Bathroom Door Sign: Custom Color Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Door Sign Raised Pictograph Size: 12" x 12" x .25" Color: Clear, Matte Acrylic back-painted	15	\$151.20	\$2,268.00
3	ADA Compliant Bathroom Wall Sign: Custom Color Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Bathroom Wall Sign with raised pictograph and Grade II Raster Braille. Size: 6" x 8" x .125" Color: Clear, Matte Acrylic back-painted. mount to wall with vandal resistant screws	15	\$83.754	\$1,256.31
4	Accessible Parking Sign, post and concrete 12" w x 18" h x .080 aluminum sign panel with blue reflectorized background and white "ISA symbol, MINIMUM FINE \$250" print. 2" sq galvanized sign post (10' 6"). 12" round x 26" deep post hole with concrete. Vandal proof screws to suit with blue painted heads. Bottom of sign to be 6'8" above grade. 1 Additional 12" w x 3.25" h .080 aluminum sign panel with blue reflectorized background and white	2	\$413.00	\$826.00

	"VAN ACCESSIBLE" print.			
5	Set up Charge	1	\$45.00	\$45.00
6	Sign Installation Labor to install all signs	1	\$1,769.00	\$1,769.00
7	Administrative Fees Administrative and insurance fees	1	\$200.00	\$200.00
8	CSLB # 977408 DIR# PW-LR-1000874352	1	\$0.00	\$0.00

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Subtotal:	\$6,563.31
Taxes:	\$337.07
Grand Total:	\$6,900.38
Deposit Required:	\$3,450.19

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from client about the project. for time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

Signature: _____ **Date:** _____

Metals

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Structural Steel & Metal Fab	B&R Fabrication	Will Not Bid	\$0.00	
Structural Steel & Metal Fab	canos welding	Did Not Submitt	\$0.00	
Structural Steel & Metal Fab	Delta Welding & Fabrication	Will Not Bid Did	\$0.00	
Structural Steel & Metal Fab	Duncan Welding LLC	Submitted	\$13,780.00	Handrails
Structural Steel & Metal Fab	J & D Steel Fabrication & Repair LP	Will Not Bid	\$0.00	
Structural Steel & Metal Fab	Edwards Construction Group	Submitted	\$172,000.00	Plugged, Based on what we have seen on previous projects
Structural Steel & Metal Fab	Red's Iron Specialties, Inc.	Did Not Submitt	\$0.00	
Structural Steel & Metal Fab	swinks welding inc,	Did Not Submitt	\$0.00	

ESTIMATE



Duncan Welding
Simi Valley, CA 93065
(805)823-3512
Lic # 1068885

Project: 2501 Carob St.
Oxnard, CA 93035
Edwards Construction Group
Be@edwardscongroup.com
jg@edwardscongroup.com

General Observation

The following option is for the above referenced address. Please be advised, all estimates as stated below are quoted by direct site evaluation. Any changes may incur additional cost. Estimate is valid for 10 Business days. DUE TO CURRENT MARKET CONDITIONS, MATERIAL COST MAY INCREASE WITHOUT NOTICE.

Option	Description	Quantity	Unit	Total
Option 1	Trash Enclosure Gates	1	EA	\$13,780.00
TOTAL CONTRACT				\$13,780.00

Inclusions & Exclusions:

- Inclusive of a 10-year warranty on weldments.
- Others to paint trash enclosure gates.
- Includes red prime.
- Estimate based off reference drawing A1.05 #12, #8, #14, #16.

Thank you for taking the time to consider our bid proposal! Please do not hesitate to contact me if you have any questions or concerns.

Thank you,

David Duncan



Project: 2501 Carob St.
Oxnard, CA 93035

OPTION 1: Trash Enclosure

1. Coordinate logistics (material ordering, scheduling, etc.)
2. Fabricate and install new trash enclosure gates (2). Reference detail A1.05 #8, A1.05 #12, A1.05 #14, A1.05 #16.
3. Clean up resulting debris.

Playground Equipment

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Playstructure	Central Coast Playgrounds	Did Not Submitt	\$0.00	
Playstructure	Great Western Park & Playground	Submitted	\$93,788.09	Apparent Low Bidder, Basis of Design
Playstructure	Miracle Playground	Did Not Submitt	\$0.00	

Proposal for
Great Western Bid

Prepared by

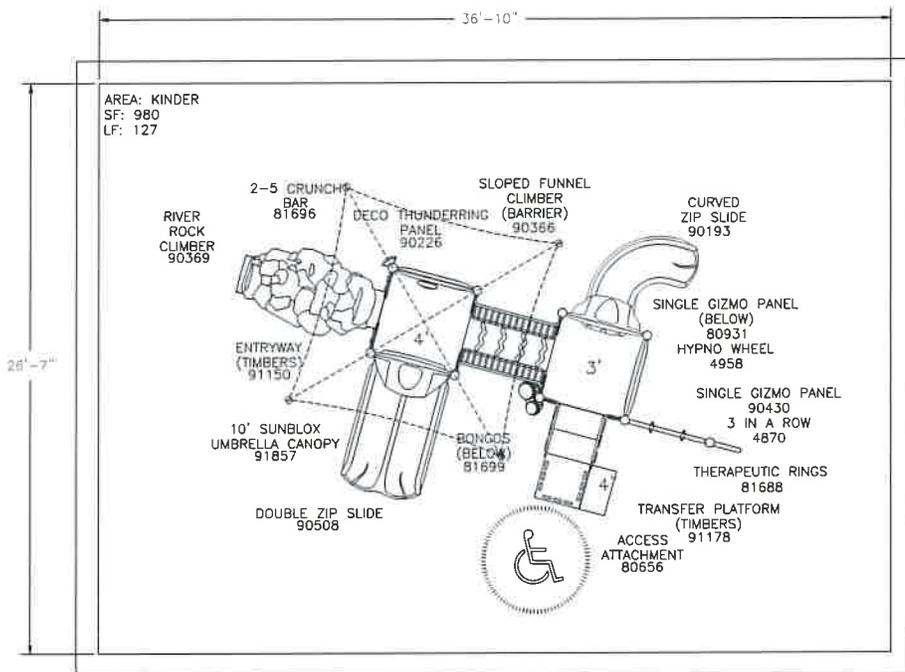


09-24-2024
Job # 112343-01

Marina West Elementary School Kinder Option 2A



435-760-5103 | www.gwpark.com



AREA: KINDER
SF: 980
LF: 127

26'-7"

36'-10"

RIVER
ROCK
CLIMBER
90369

2-5 CRUNCH
BAR
81696

DECO
THUNDERING
PANEL
90226

SLOPED FUNNEL
CLIMBER
(BARRIER)
90366

CURVED
ZIP SLIDE
90193

ENTRYWAY
(TIMBERS)
91150

SINGLE GIZMO PANEL
(BELOW)
80931

HYPNO WHEEL
4958

10' SUNBLOX
UMBRELLA CANOPY
91857

BONGOS
(BELOW)
81699

SINGLE GIZMO PANEL
90430

3 IN A ROW
4870

DOUBLE ZIP SLIDE
90508

THERAPEUTIC RINGS
81688

TRANSFER PLATFORM
(TIMBERS)
91178

ACCESS
ATTACHMENT
80656



		Great Western Bld	SALES REP TYLER KYRIOPOULOS 435-760-5103 TYLER@GWFPARK.COM	Total Elevated Play Components Total Elevated Play Components Accessible By Ramps Total Elevated Components Accessible By Transfer Total Accessible Ground Level Components Shown Total Different Types Of Ground Level Components	<table border="1"> <tr> <td>6</td> <td>Required</td> <td>-</td> </tr> <tr> <td>4</td> <td>Required</td> <td>3</td> </tr> <tr> <td>4</td> <td>Required</td> <td>3</td> </tr> <tr> <td>4</td> <td>Required</td> <td>2</td> </tr> </table>	6	Required	-	4	Required	3	4	Required	3	4	Required	2	This play equipment is recommended for children ages 2 - 5	Minimum Area Required Scale - This drawing can be locked into when in an 18" x 24" format.	(DISCLAIMER) - All resident surfaces should be placed in the use zone of all equipment, as specified for each type of equipment, and all designs to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM International F 1227 and Canadian Standard CAN/CSA Z 614.	Drawn By RD Date 6/3/2024 Drawing Name 112343-01-0pl2
		6				Required	-														
4	Required	3																			
4	Required	3																			
4	Required	2																			
Marina West ES Oxnard, CA represented by Great Western Recreationn	Total Different Types Of Ground Level Components																				



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

09/24/2024
 Quote #
 112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Great Western Bid
 Attn: All Bidders
 Logan, UT 84321
 United States

Ship to Zip 93035

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom Playground Ages 2-5- Reference Drawing 112343-01-Opt2	\$39,974.00	\$30,746.85	\$30,746.85
999	PIP	GT-Impax - 999 SF of PIP- PIP 999 sf, 4' CFH Quote includes a 1.5" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Standard Color TBD No Design No TTA Aromatic Binder Prevailing Wages	\$25.91	\$25.91	\$25,884.09
1	INSTALL	Install - Installation of Gametimes Hidden Meadows discrete unit per plans.- Includes intergrated shade and rebar cages for shade post footings. Does not include temporary fencing, unloading or receiving of play equipment, rebar cages except for the ones note and safety surfacing. Trash and spoils for play equipment installation is to be disposed of onsite. Prevailing Wages	\$24,425.00	\$24,425.00	\$24,425.00
1	INSTALL	Install - Construction of Substrate 4" of compacted aggregate 999 SF.- Prevailing Wages	\$5,619.00	\$5,619.00	\$5,619.00
				Sub Total	\$86,674.94
				Freight	\$4,269.07
				Tax	\$2,844.08
				Total	\$93,788.09





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add \$1,435 plus tax if applicable.**

Shipping to site:
2501 Carob St
Oxnard, CA 93035

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Customer is responsible for offloading.

Prevailing Wages





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

Change billing information to:

Address: _____

Contact: _____

Change shipping information to:

Address: _____

Contact: _____

Colors: Per Renderings Palette _____

Per Submittals _____

Other Colors, please specify _____

Purchase Amount: **\$93,788.09**

Signature: _____ Date: _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

DIR# 1000015526 CSLB#855664





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



Electrical,
Communications,
Fire Alarm

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Electrical, Communications, & Fire Alarm	ASM Electric	Will Not Bid	\$0.00	
Electrical, Communications, & Fire Alarm	Blum & Sons Electric, Inc.	Will Bid	\$552,852.00	
Electrical, Communications, & Fire Alarm	Dynamo Electric Inc.	Will Not Bid	\$0.00	
Electrical, Communications, & Fire Alarm	National Electrics Works, Inc.	Did Not Submitt	\$0.00	
Electrical, Communications, & Fire Alarm	On Target Electric	Did Not Submitt	\$0.00	
Electrical, Communications, & Fire Alarm	Scott and Sons Electric	Submitted	\$527,000.00	
Electrical, Communications, & Fire Alarm	Smith Mechanical-Electrical-Plumbir	Submitted	\$524,605.00	Apparent Low Bidder
Electrical, Communications, & Fire Alarm	Taft Electric Company	Did Not Submitt	\$0.00	

October 28, 2024

Re: Marina West Oxnard EL Proposal REBID revised

Our proposal and scope are based on the following documents:

Electrical plans dated 2-20-2024

Electrical Scope of Work:

Procure and installation of the following

- 1) Panel JT, Transformer T, and 200 amp disconnects
 - a. Bus tap existing switchgear
 - b. Arc flash study
- 2) Conduit, Sleeves, Supports, Junction Boxes, 2x3 vaults, Conductors
- 3) Grounding
- 4) Assisted listening System
- 5) Fire Alarm System
 - a. Devices, cabling, terminations, testing and programming
- 6) Intercommunication System
 - a. Wall mounted cabinet, 48-port patch panels, supporting hardware and bonding
 - b. CAT 6 and CAT 6A (Riser Rated Cable) per counts on drawings
 - c. Fiber, fusion terminations, enclosures, bulkheads, splice trays.
 - d. Patch Cords for Wireless Access Points
 - e. J-Hooks where necessary for proper cable support.
 - f. Install Owner Furnished Wireless Access Points
 - g. Provide end to end testing/certification and labeling

Exclusions and Work Performed by Others:

- 1) All Permit, inspection, and utility fees.
- 2) Temporary Construction power and Lighting.
- 3) Any items not shown on electrical drawings
- 4) Plywood backboards
- 5) Misc. supplemental structural steel for pipe and equipment supports
- 6) Shop drawings
- 7) All saw cutting, patching, removal of asphalt/concrete, Restriping of finished surfaces.
- 8) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
- 9) Trench, backfill and gravel for pull boxes
- 10) Soils removal
- 11) Network switches, WAP's, clocks, bells, VOIP speaker system, Telephony and active equipment (owner provided)

Pricing: 2 options

Electrical base bid with OT 5-10's:\$543,410.00

Electrical base without OT:\$524,605.00

Pricing Terms and Conditions:

Smith MEP's pricing is valid for 30 days from the date of this letter. A one (1) year labor and material warranty is included commencing at substantial completion or owners beneficial use of these systems. Our bonding rate is 1.1 percent. The cost of the bond is **not** included. Sales tax is included in our quote. Our DIR #1000001389

We are confident that Smith MEP's performance will be a valued contribution to the success of this project, and we look forward to the opportunity to join your construction team. If you have any questions, please do not hesitate to give us a call.

Sincerely,

Smith MEP Lindsey Weber | Electrical Estimator

Scott And Sons Electric

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

Bid Proposal - Revised

TO: Edwards Construction
SPEC. SEC. #: 260000 270000
JOB NAME: Marina West Elementary School

ATTN: Jessica
TRADE: Electrical

JOB ADDRESS: 2501 Carob St. Oxnard 93035

DATE
SUBMITTED: 10/2/2024

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

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

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Bid:

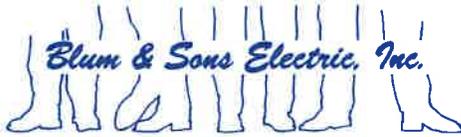
\$ 527,000

INCLUDES:

All electrical, fire alarm, and communications work per the E sheets dated 2/20/24 and specs
Safe off of all electrical items to be demolished

EXCLUDES:

Permit, utility, & bond fees
General contractor temp power and lighting
Mechanical controls and control wiring
Patching, Painting, Firestopping
Access panels
All trenching with sand and native backfill for electrical conduits
Sawcut and patch of asphalt and concrete - approx. 900 Square feet
Restriping of parking lot after trenching
Cast in place concrete
Disposal of dirt and debris - approx. 60 cubic yards
Disposal of demolished materials
Demolition - Safe off only



PROPOSAL#18631R1

November 1, 2024

Edwards Construction Group
P.O. Box 350
Nipomo, CA 93444
Jessica Gregory
(805) 614-9909
jg@edwardscongroup.com

Project Name: Marina West LLB – Oxnard
Address: 2501 Carob St
City State Zip: Oxnard, CA 93035
Estimate Ref.: E23562
Blum Contact: Josef W. Blum
Blum Email: jwblum@blumelectric.com

Thank you for the opportunity to bid the electrical construction of the above referenced project. For your consideration, please review the following pricing and related details:

<u>Base Bid</u>	: <u>Standard Scope and Specifications:</u>	<u>\$274,054.91</u>
Additive Alternate A:	Excavation	\$108,750.00
Additive Alternate B:	Structured cabling system	\$68,739.58
Additive Alternate C:	Fire alarm system conduit/boxes/termination/wire	\$46,308.25
Additive Alternate D:	Fire alarm system parts/smarts/programming/testing	\$55,000.00
<u>Total Bid including Alternates</u>	:	<u>\$552,852.74</u>

Pricing is based on the following documents, hereafter referred to as reference documents:

- Electrical Sheets E0.1, E0.2, E0.3, E1.0, E1.1, E2.0, E3.0 dated 02.20.24 designed by JMPE.
- Addendums have not been noted.
- Prevailing Wage Rates have not been considered.

Pricing Options to Base Bid:

- Add Alternate A) Provide indicated trenching, backfill, and compaction per reference documents.
- Add Alternate B) Provide indicated structured cabling system per reference documents.
- Add Alternate C) Provide indicated fa system conduit/boxes/termination and wire per reference documents.
- Add Alternate D) Provide indicated fire alarm system parts, smarts, programming and testing per reference documents.

Project Scope Summary:

Contract Description: The work of this contract comprises the following:

Lighting and/or Lighting Controls

- n/a
- **Primary, Secondary, and/or Distribution Power**
- Furnish and install indicated receptacles at locations per reference documents.
- Furnish and install indicated branch MC cable, conduit, and wire per reference documents.
- Furnish and install indicated switchgear per reference documents.
- Furnish and install indicated new breakers per reference documents.
- Furnish and install indicated disconnects per reference documents.
- Furnish and install indicated electrical safe off per reference documents.
- Furnish and install indicated new grounding per reference documents.
- Furnish and install indicated secondary conduit per reference documents.
- Furnish and install indicated single point electrical HVAC connection per reference documents.
- Furnish and install indicated precast concrete pull-boxes per reference documents.
- Terminate and test.

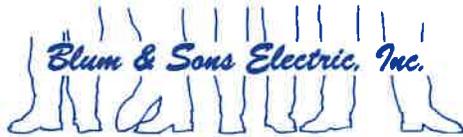
Low Voltage Systems

- Furnish and install indicated audio-video system conduit stubbed to accessible ceiling per reference documents.
- Furnish and install indicated structured media conduit stubbed to accessible ceiling per reference documents.

Accepted By: _____ Date _____ Authorized By: _____ Page 1 of 4

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260



November 1, 2024

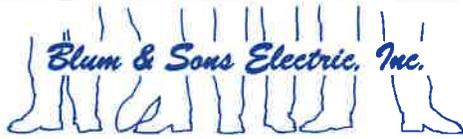
Project Scope Exclusions:

- Permits and related fees.
- Payment and performance bonding.
- Demolition.
- Materials & equipment stockpile, disposition, recycle, disposal and/or haul-off.
- Dumpsters and removal of jobsite related trash.
- Design, engineering, survey, and/or mockup.
- Premium time (any work after normal business hours or weekends).
- Title 24 testing.
- Arc fault/SSCS/insulation resistance testing, ground resistance testing.
- Roof penetrations / repairs / flashing / waterproofing.
- Temporary power, lighting, installation, support, and equipment.
- Coring and x-ray for cores.
- Primary utility feeds and equipment.
- Underground utility locating and dust control.
- HVAC equipment and equipment installation.
- HVAC control conduit, control wire, terminations, and/or connections.
- Existing conduit, wire, devices, and/or equipment designated for re-use.
- Conduit, wire, and devices for security, surveillance, and/or access control systems.
- Wire and devices for communication. (except as optioned)
- Any additional card reader conduit details not shown or stated.
- Required fire stopping/fire pads.
- Acceptance/megger testing.
- Required acoustical/sound dampening pads.
- Phased construction and/or multi-mobilized staging.
- Trenching, backfill, compaction. (except as optioned)
- Any rock removal larger than 12" diameter will be tracked on T&M.
- Any repair of unforeseen/unmarked additional underground utility conduits.
- In-ground water removal/control will be tracked on T&M.
- Shoring.
- Removal of spoils from jobsite.
- Boring.
- Saw cutting.
- Fire Marshal Design Build Adjustments of Fire Alarm Device Counts.
- Fire alarm system conduit, wire, boxes. (except as optioned)
- Fire alarm system installation. (except as optioned)
- AHJ to determine additional costs and requirements of the Fire Alarm System provided.
- Supply and installation of flow/tamper switches.
- VFD's and motor starters.
- Painting and surface finish matching of any kind.
- X-ray/Sonar of all underground and future slabs/walls.
- Barriers, street work, traffic control, and/or site conditions management.
- Plywood backboards, except as specified within the project scope.
- Formed and/or finished concrete pertaining to light and/or pole bases, equipment / housekeeping pads, encasement of above/below-ground conduits, and cable trench covers.
- Working with, or near, hazardous materials.
- Removal of trash and/or spoils from job site.
- Seismic Engineering and Structural Engineering.
- Seismic wire at lighting fixtures.
- Costs pertaining to CAD File copy, duplication, transmittal, and/or storage necessary for the proper execution

Accepted By: _____ Date _____ Authorized By: _____ Page 2 of 4

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#100003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260



PROPOSAL#18631R1

November 1, 2024

of defined scope.

- Onsite-Offsite office, storage, lay-down area. Bid is provisioned based on sufficient space required for Blum equipment, on-site trailers, storage containers, and lay-down requirements being provided.

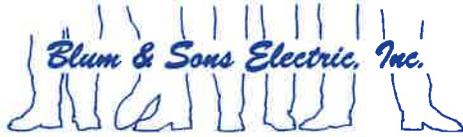
Note:

- Labor costs associated with this quote is valid for thirty days from date listed above.
- Material costs associated with this quote is valid for seven days from the date listed above.
- Normal work hours are Monday-Friday, 7:00am-4:00pm.
- Any impacted schedule beyond the sub-contracts defined project schedule will have associated costs.

Accepted By: _____ Date _____ Authorized By: _____ Page 3 of 4

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260



November 1, 2024

January 1, 2024

Re: Equipment & Material delays due to current conditions

To Our Customers,

At Blum & Sons Electric, Inc, we are committed to pursuing the completion of our work in a safe, diligent, and reasonable manner during these challenging times. However, we must recognize that there is a strong likelihood we will encounter certain delays as, a result of this pandemic and subsequent "Supply Chain Issues".

As lockdowns have lifted, material demands have skyrocketed. Unfortunately, labor availability and global shortages of materials have combined further contributing to resultant extended lead times, low stock levels, delays in shipping, and cost increases.

Please consider this correspondence our formal notice of potential delay and price escalation in association with material and equipment purchases. Through no fault of our own, these material shortages and Supply Chain issues, are beyond our control, and have severely impacted our ability to supply critical materials. While the challenges brought on by the pandemic are not fully behind us, Blum & Sons Electric, Inc. remains completely committed to our customers' success. We understand that your success is our success, and we are passionate about placing our customers first, each and every day.

As always, the Blum & Sons Electric, Inc. Team appreciates your business.

Sincerely,

Josef W. Blum
CEO/CFO

606 Linden Avenue, Carpinteria, CA 93013 (805) 684-1010 Fax (805) 684-2260
Electrical Contracting License #494283 C-10

Accepted By: _____ Date _____ Authorized By: _____ Page 4 of 4

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260

Earthwork

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Earthwork & Grading	American Construction Group, Inc	Submitted	\$1,214,508.00	
Earthwork & Grading	Blois Construction, Inc.	Did Not Submitt	\$0.00	
Earthwork & Grading	Bob's Backhoe & Trucking	Did Not Submitt	\$0.00	
Earthwork & Grading	Butch Pope Engineering, Inc.	Did Not Submitt	\$0.00	
Earthwork & Grading	Damar Construction	Submitted	\$456,900.00	Apparent Low Bidder, Added 50k for additional rock and export
Earthwork & Grading	Howard Contracting, Inc. (no SD work	Did Not Submitt	\$0.00	
Earthwork & Grading	JJ Fisher Construction Inc.	Did Not Submitt	\$0.00	
Earthwork & Grading	JPR Land Development	Did Not Submitt	\$0.00	
Earthwork & Grading	Landmark Grading & Paving, Inc. dba	Will Not Bid	\$0.00	
Earthwork & Grading	Michael Bray Construction	Will Not Bid	\$0.00	
Earthwork & Grading	PAPICH CONSTRUCTION INC	Did Not Submitt	\$0.00	
Earthwork & Grading	Post Bros Construction Co.	Did Not Submitt	\$0.00	
Earthwork & Grading	The KYA Group	Did Not Submitt	\$0.00	
Earthwork & Grading	Toro Enterprises	Will Bid	\$547,028.00	



License#: 722632(A)

DIR#: 1000004663

October 25, 2024

Edwards Construction Group

Attn: Robert Perks

RE: Marina West ES
Earthwork Budget Proposal

Robert:

Damar Construction, Inc, is pleased to submit the following proposal for the above referenced project. Our scope of work is as follows:

Scope of Work:

1. Proposal is good for 30 calendar days.
2. Three moves to complete our scope of work.
3. Demo items 1-4, 6-9, and 11-16 only. All utilities (including irrigation) are to be removed by others. It is assumed that the existing play surface is on base, and not concrete.
4. Excavate and export excess soil generated by our operations only.
5. Overexcavate existing site soil to a depth of 7' below the bottom of the footings.
6. Supply and install two (2) flat layers of NX650 geogrid, and one (1) flat layer of 140N filter fabric, along with eighteen (18) inches of ¾" crushed rock at the bottom of the overexcavation beneath the building pads. Recompact existing site soil to establish finished pads.
7. Grade pads to +/- 0.10'. We will grade the pad once. Concrete contractor will need to regrade the pad after footings have been installed and prior to the placement of the rat slab.
8. Excavate and compact site per grading plan.
9. Pricing expressly excluded export of top 12" of subgrade and replacement of the 12" with "very low expansion" material. Lime treatment or cement treatment are also excluded. It is assumed all onsite soils are suitable for reuse in engineered and general fills.
10. Return to backfill exterior perimeter of building stem walls and establish subgrade for paved areas.
11. Return to establish subgrade for flatwork areas and rough in land areas. Land areas to be left at +/- 0.30' for amendments and fine grading by the landscape contractor.
12. See "Standard Exclusions" and "Escalation of Costs".

Mobilization:	\$6,450.00
Demolition:	\$143,100.00
Rough Grade:	\$394,320.00
Fine Grade:	\$56,130.00

Total= \$600,000

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,
Damar Construction, Inc.


Jason Fiscalini
Estimator / Project Manager

24031-01

Enclosure

Standard Exclusions

1. Surveying, engineering, design, bonds, permits, or fees.
2. As-builts or mapping of existing improvements or utilities, or adjustment of utilities (pre or post construction).
3. Costs for project training, meetings, drug testing, or fingerprinting.
4. Sawcutting, double sawcutting, coring or detaching.
5. Asphalt demo if it contains petromat, or like materials.
6. Demo or removal of light standards, bollard footings, signpost footings, fence post footings, or other miscellaneous items not specifically called out in the scope.
7. Tree removals, stump removals, tree trimming, root picking, or hand grading at drip lines.
8. Clearing & grubbing includes surface organics only. We exclude any/all organic material beneath the surface.
9. Waste management plans.
10. Abatement, refrigerant recovery, or handling/disposing of any hazardous materials for demolition work.
11. Phasing of work unless it is specifically addressed in scope.
12. Soils testing or additional work required by environmental specifications.
13. Structural excavation or backfill or backfill of interior walls or footings.
14. Overexcavation for retaining walls, screen walls, or other site features not specifically called out in scope above.
15. Backfill of retaining walls, waterproofing, or drain pockets.
16. Dewatering, "mucking", drying of materials, or pumping of nuisance water or ground water.
17. Notching or grading for thickened edges, concrete bands, curbs, mow strips, stairs, slab depressions, swales, or v-ditches. Any additional notching or excavating will need to be cut/cleaned up by the concrete contractor.
18. Grading, leveling, or removal of spoils for scaffolding.
19. Excavation to top of footing for walls or structures. Excavation will be made to subgrade.
20. Backfilling of sidewalks, flatwork, curbs, planters, paving, or other improvements.
21. Fine grade of landscape areas, or screening of soils for landscape use. Furnishing or placing of topsoil or amendments.
22. SWPPP implementation, monitoring, maintenance, or removal, including gravel entries and rattle plates.
23. Slot cutting, shoring, lagging, bracing, or underpinning.
24. Handling or disposing of hazardous materials.
25. Handling, disposing, or exporting of spoils generated by other trades.
26. Potholing, locating, relocating, abandoning, disconnecting or removal of utilities, cesspools, wells, septic tanks, or other buried objects.
27. Protection, support, shoring, bracing, or encasing of any existing utilities.
28. Tree or vegetation protection or fencing.
29. Cost of construction water. Adequate, developed water to be provided on-site.
30. Traffic control, signs, flagging, barricades, safety fencing or sweeping.
31. Regrading after improvements have been started by others.
32. Weed abatement or re-clearing due to the passing of time.
33. Regrading due to weather events or damage by others.
34. Grading around risers. All risers to be cut below subgrade elevations prior to fine grade beginning.
35. Dust control when we are not actively working onsite.
36. Stabilization of subgrade or replacement of unsuitable soils. It is assumed that onsite soil can be reused unless otherwise stated in scope. Damar is not responsible for the organic content of soil.
37. Soil sterilization or termite control.
38. Pre-saturation of subgrade for concrete slabs or other improvements.
39. Rock breaking or rock excavation that cannot be completed productively with the onsite equipment.
40. Screening/disposal of oversized materials. Screening, picking, or disposal of trash or deleterious materials.
41. Construction of, grading for, or removal of crane access or fire truck roads/ramps.
42. Air pollution plan, notification, or control.
43. Excavation or grading for detention basins, bio-remediation basins, vegetated swales, v-ditches, anchor trenches.
44. Supply or installation of piping, gravel, fabric, mulch, or bio media.
45. Importing of soil or compaction of soil imported by others.
46. Repair of damage by others.
47. Additional insurance requirements.
48. Off-site demolition or grading. Off-site is defined as anything outside the property line, and or anything out in a public street, sidewalk, alley, etc.
49. Mobilization costs **do not** include added costs for re-routing due to long term highway closures or re-routing. Additional costs will apply as necessary.

Escalation of Costs:

Notwithstanding any other provision in this Contract to the contrary, should Subcontractor's costs for labor, materials, supplies or equipment to complete the Work Subcontractor is obligated to perform pursuant to this Contract increase as a result of a Force Majeure event, as defined herein, Subcontractor shall be entitled to recover the difference between the amount Contractor actually pays and the cost Contractor used when preparing its bid for the Project as evidenced by vendor bids, purchase orders, rental agreements or labor estimates. Subcontractor's ability to recover additional amounts for increased costs, as provided in this provision, shall not preclude Subcontractor from recovering other costs resulting from delays to the critical path of the Project. For purposes of this provision, a Force Majeure event shall include the following:

- A. Severe weather that precludes work on the Project;
- B. Earthquakes in excess of magnitude 5.5 with an epicenter within 25 miles from the project site;
- C. Floods, tidal waves or wildfires;
- D. Government order, regulation or statute stopping work at the project site;
- E. Pandemics or Epidemics;
- F. War;
- G. Terrorist events as determined by the United States Government;
- H. Riots or civil unrest that preclude work on the Project;
- I. Software hacking or malware, including loss of access to the internet cloud;
- J. Labor strikes;
- K. Quotas, tariffs, rationing, hoarding, scarcity, or environmental concerns affecting the ability of Contractor to procure materials or equipment for the Project; and
- L. Loss of access to materials from a single source where no substitute is available and early purchase of materials was not possible.



**GENERAL ENGINEERING
CONTRACTORS**

Proposal and Contract

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

10/31/2024

www.toroenterprises.com

License No. 710580 A

CA DIR #1000002410

Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE MARINA WEST ES - GRADING #14810

TO EDWARDS CONSTRUCTION GROUP

Client #	Description	Quantity	U/M	Unit Price	Ext Price
BASE BID					
1	MOBILIZATION	1.000	EA	\$11,100.00	\$11,100.00
2	PROJECT MANAGEMENT / SUPERVISION / GPS GRADING MODEL	1.000	LS	\$13,400.00	\$13,400.00
3	EXCAVATION / OVER EX	7,985.000	CY	\$ 8.60	\$68,671.00
4	GEOGRID INSTALLATION PER SOILS REPORT	3,755.000	TN	\$ 92.70	\$348,088.50
5	FINISH BUILDING PADS TO +/- .10'	14,445.000	SF	\$ 0.40	\$5,778.00
6	ROUGH GRADE REMAINING SITE TO +/- .20'	20,035.000	SF	\$ 0.75	\$15,026.25
7	LOAD & HAUL EXPORT (10CY PER LOAD) PAY ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD	96.000	LD	\$ 373.00	\$35,808.00
BASE BID TOTAL					\$497,871.75
ALTERNATES					
8	DEMOLITION OF EXISTING ASPHALT, CONCRETE FLATWORK	1.000	LS	\$57,600.00	\$57,600.00

	& VEGETATION (EXCLUDES STRUCTURAL DEMO / BUILDING RELOCATION)				
9	LIME TREAT FLATWORK SUBGRADE (12" DEPTH @ 3% LIME) QUALIFICATION ONLY	13,100.000	SF	\$ 4.30	\$56,330.00
10	RIP & DRY OVER OPTIMUM MATERIAL (DAILY RATE)	1.000	DY	\$3,850.00	\$3,850.00
Grand Total:					\$615,651.75

ESTIMATOR: MATT WHITE

Date: _____ Accepted By: _____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 6/1/2025
2. THE ABOVE PROPOSAL IS BASED ON CIVIL PLANS DATED 6-17-24 (ECG).
3. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
4. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE \$8,500.00 EACH
5. THE EXPORT LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD SUPPORTED BY TRUCKING TICKETS.
6. THE GEOGRID LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE TON SUPPORTED BY WEIGHT TICKETS.
7. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
8. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
9. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
10. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
11. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
12. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.
13. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
14. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
15. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
16. ENGINEERING COMPACTION TEST, CONCRETE TESTING, & SUFFICIENT CONCRETE STAKING, INCLUDING A SET OF CURB AND GUTTER AND CROSSGUTTER STAKES TO BE PROVIDED BY OTHERS.
17. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
18. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
19. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
20. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES

4. IMPORT
5. **DEMOLITION OF EXISTING BUILDING AND/OR RELOCATION.**
6. REMOVAL OF EXISTING UTILITIES.
7. REMOVAL OR HANDLING OF HAZARDOUS, TOXIC AND LEAD MATERIALS IS EXCLUDED.
8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTATION.
9. COMPACTION TESTING
10. LIQUIDATED DAMAGES
11. FINE GRADING FOR IMPROVEMENT WORK.
12. EROSION CONTROL
13. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
14. DEWATERING
15. LANDSCAPE RESTORATION
16. IRRIGATION RELOCATION
17. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.

Fuel & Lubricants Price Escalation:

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (**Base Price**). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (**Base Price**).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the **Base Price**.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (**Base Price**) vs. prices at any given date during the life of the project, in which the price exceeds the **Base Price** plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

Important Bid Note:

- A. *Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.*
- B. *In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.*

BID PROPOSAL FINEGRADE/BASE



Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169A
October 4, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

1. Provide the following mobilization activities:
 - a. Provide material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control and general housekeeping for American Construction Group’s (ACG) scope of work.
 - e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
 - f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
 - g. Construction fencing is not included.

SWPPP:

2. Furnish/install the following SWPPP Items:
 - a. Gravel bag barriers and inlet protection. ACG to maintain only while onsite. **Client to maintain while ACG is offsite.**
 - b. **Construction Entrance, SWPPP plans, inspections, weather/rain prep/repair, reporting is not included.**

Earthwork (Assumes subgrade is existing to 6” of design):

3. Grade/place base/backfill for the following items:
 - a. Swales (v gutter), parking lot concrete subgrade, curbs, trash enclosure, pedestrian walk, landscape/play surface area, asphalt play areas/walkways.
 - b. **Excludes excavation/backfill of trenches for utilities.**
4. Furnish/Place 6” base under asphalt.
5. Grade for building slab and excavate for Building Footings. **Assumes no utilities other than drains are under the building footprint. Relocation of utilities is not included.**

PRICING AND SCHEDULE

Bid Item	Description	Quantity	UM	Unit Price	Amount
1	Earthwork Mobe	1	LS	\$ 11,500.00	\$ 11,500.00
2	renching	1	LS	\$ 97,735.00	\$ 97,735.00
3	Grading for Hardscape/Landscape	1	LS	\$ 133,600.00	\$ 133,600.00
4	6" Base for Sitework	8,475	SF	\$ 6.50	\$ 55,087.50
5	Building Slabs Grading and Foundation Exc	1	LS	\$ 105,000.00	\$ 105,000.00

Subtotal \$ 402,922.50
P&P Bond (3%) \$ 12,087.68
Total \$ 415,010.18

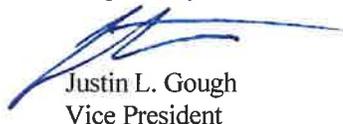
Estimated Project Duration: approximately **42 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the partial plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 2 mobilizations.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
10. Completed concrete to be protected by others after ACG demobilizes.
11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
15. Level D PPE is included (additional PPE levels are available at an additional charge).
16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
21. **Pricing is valid for 30 days.**
22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,



Justin L. Gough
Vice President

Bid Proposal

OX/Mass Grading

Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169CR1
October 8, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) is providing this over-excavation and mass grading proposal based on the plans and specifications, the UES Preliminary Geotechnical Engineering Investigation and Geologic Hazards Evaluation Report dated January 31, 2024, and the email received 10/8/2024 from Brad Edwards allowing re-use of onsite soil.

Over-Excavation/Mass Grading:

1. Mobilization: Provide the following mobilization activities:
 - a. Provide material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
 - e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
 - f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
 - g. Construction fencing is not included.
2. Excavate up to 10,000 CY under the classroom building per Notes on Sheet AA1.03 and C3.02 (up to and 18" under asphalt/concrete walks/pavement and stockpile onsite for reuse. Price is based on 1,250 CY per day minimum.
 - a. **Dewatering, drying of wet soil, and any shoring required is not included.** Assumes sloping/benching is achievable as stated on Sheet C1.02 Grading Notes, "all cut slopes shall be investigated both during and after grading by an engineering Geologist to determine if any slope stability problem exists should excavation disclose any Geological hazards or potential geological hazards. The engineering geologist shall recommend necessary treatment to the construction manager for approval."
3. Place and compact up to 9,500 CY of onsite stockpiled soil and make pad grade (bottom of slurry slab or surrounding asphalt/concrete subgrade). Based on 600 CY per day minimum.
4. Export up to 3,700 tons of soil to a licensed facility. Based on minimum 533 TN exported per day. **If saturated, add additional \$29 per ton.**

Alternate Pricing – Geogrid and Rock:

1. Furnish/place a 2' thick section of 3" minus rock, up to 2,600 tons, with two layers of Tensar 1200 biaxial geogrid and two layers of filter fabric

PRICING AND SCHEDULE

Estimated Project Duration: approximately **45 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

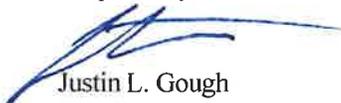
Bid Item	Description	Quantity	UM	Unit Price	Amount
1	Earthwork Mobe	1	LS	\$ 58,000.00	\$ 58,000.00
2	Excavation	10,000	CY	\$ 9.30	\$ 93,000.00
3	Recompact and Make Subgrade	9,500	CY	\$ 23.00	\$ 241,000.00
4	Export	3,700	TN	\$ 43.00	\$ 159,100.00
Alt 1	Geogrid and 2' Rock Layer	20,000	SF	\$ 16.00	\$ 320,000.00
Subtotal					\$ 871,100.00
P&P Bond (3%)					\$ 26,133.00
Total					\$ 897,233.00

NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 1 mobilization.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, dewatering, shoring, drying of material, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Completed concrete to be protected by others after ACG demobilizes.
10. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
11. Water source (water truck, hose bib, 2” hydrant connection) is available to ACG at no cost w/in 200’ of our work.
12. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
13. Level D PPE is included (additional PPE levels are available at an additional charge).
14. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
15. No retention to be withheld from progress payments unless required by Owner’s Prime Contract.
16. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
17. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
18. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
19. **Pricing is valid for 30 days.**
20. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,



Justin L. Gough
Vice President

Site Concrete

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Site Concrete	DLR & Associates	Submitted	\$197,300.00	Apparent Low Bidder
Site Concrete	DJS Contracting	Submitted	\$197,500.00	
Site Concrete	Toro Enterprises	Submitted	\$254,056.00	
Site Concrete	Santa Clarita Concrete	Submitted	\$1,077,850.00	Includes Foundations
Site Concrete	American Construction Group	Submitted	\$764,855.00	Includes Foundations, Missing Site Concrete Items

DLR Associates DIR # PW-LR-
 1000924303 LIC # 1092044
 1737 E Washington Blvd. Ste 2
 Pasadena, CA 91104

Estimate 55624



ADDRESS

EDWARDS CONSTRUCTION
 GROUP

DATE 10/18/2024	TOTAL \$197,300.00
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SALES REP

RICARDO BARAJAS

ACTIVITY	DESCRIPTION	RATE	AMOUNT
SITE CONCRETE	Marina West Oxnard LLB (PREVAILIN WAGE)	197,300.00	197,300.00T

SITE CONCRETE LABOR AND MATERIAL SCOPE OF WORK \$ 197,300.00

- 1) PREP, FORM AND POUR 4,460SF OF 4" CONCRETE SIDEWALK
- 2) PREP, FORM AND POUR 183LF OF CONCRETE 6" CURB
- 3) PREP, FORM AND POUR 168LF OF CONCRETE GUTTER
- 4) DEEPENED EDGE CONCRETE
- 5) 225LF OF FLUSH CONCRETE CURB
- 6) 15LF OF CONCRETE FLUME
- 7) INSTALL TRUNCATED DOMES
- 8) PREP, FORM AND POUR 162SF OF 6" CONCRETE VEHICULAR
- 9) PRPE, FORM AND POUR 56LF OF CONCRETE TURF HEADER
- 10) MANPOWER
- 11) EQUIPMENT
- 12) PREVAILING WAGE
- 13) SITE SUPERVISION

*EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers

Thank you for your business!

SUBTOTAL	197,300.00
TAX	0.00
TOTAL	\$197,300.00

THANK YOU.



GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Suite # 1G
Simi Valley CA 93063
Phone # 805 584-2714 Fax # 805 584-2023
C/L # 776402
DIR#1000012744

Edwards

10/2/24

Reference: Marina West ES – New Modular Classrooms
Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

1. **The bid item pricing is based on the project in its entirety** and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.
2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.
3. We have the right to mutually agree to the construction schedule.
4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a “Fair And Equitable Escalation Clause.”

Proposal

Modular Building Cast-in-place Concrete:	\$662,000.00
Site Work Concrete:	\$175,000.00
Trash Enclosure Concrete:	\$22,500.00
Trash Enclosure CMU:	\$10,750.00

Inclusions

1. Cost and fees for AB219 Legislation.
2. Skilled and trained workforce.

3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
4. Excavation of new building foundations.
5. Supply and installation of concrete reinforcing steel as required.
6. Form work as required for new concrete work.
7. Form work installation for new stem walls and pilasters.
8. Templates as required for reinforcing steel.
9. Installation of embeds in concrete (supplied by others).
10. Place and finish building pad foundations for (5) 72'x40' modulares with pedestals and poured in place stem walls.
11. Place and finish concrete for new 3" sand slurry gopher slab.
12. Concrete work for crawl space access vent well.
13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
17. Installation of 168 lft concrete gutter per note 9 on C1.03.
18. Installation of 15 lft concrete flume per note 12 on C1.03.
19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
26. Installation of control and expansion joints as required in new concrete.
27. Curing of new concrete as required.
28. Concrete pump placement as required for or scope of work.
29. Supply and removal of concrete washout boxes as required for our scope of work.
30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

1. Supply and installation/setting of poly vents.
2. Supply and installation of vapor barrier (plans do not call for it).
3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
4. Mow curb around new modular buildings.
5. Play structure foundations.
6. Demolition and sawcut of existing structures.
7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
8. Compaction of bottom of new foundation and earth sub grade preparation.
9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
10. Haul off and or export of our earth spoils from site.
11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
13. Dewatering of excavations from surface water, rain water, ground water or seepage.
14. Storm water control pollution control.
15. Joint sealants (supply and installation).

16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
18. Colored concrete.
19. Concrete hardeners or fibers in concrete mix design.
20. Water proofing.
21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
22. Fees for bond and cost of bond if required.
23. Building and Site Engineered Survey.
24. Construction fencing.
25. Traffic control, flag men, and pedestrian control.
26. Lane closures, permits and fees, (if required).
27. Access (access to our work if needed provide by others).
28. Water and power as required for completing our scope of work.
29. Precast concrete, GRFC concrete, supply and installation (if required).
30. Locating and protection of existing underground utilities.
31. Concrete encasement of underground pipes and utilities.
32. Concrete work for other trades.

Sincerely,
DJS Team



16164 Sierra Highway, Santa Clarita, California 91390 License No. 381605

Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulares 1,1A,2,2A,3

October 30, 2024

Our bond rate: 1%

Our Fed Tax ID: 95-3376896

DIR # 1000002536

Addendums 1-14 noted

\$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

1. 4" PCC pedestrian and vehicular paving on 4" class II base
2. 4" Vehicular paving on 6" Class II base where shown on C3.01
3. PCC thickened edges at planter areas
4. Curb at parking areas
5. Pedestrian ramp with truncated domes
6. 24" ribbon gutter at East access area
7. Concrete flume structure
8. Concrete curb around play area perimeter per landscape drawings
9. Flush curb at turf area
10. Radius flush curbs for 4 tree wells per landscape drawings and details.
11. Footing for CMU trash area walls
12. Trash area curbs
13. Rebar for all items above

Exclusions for this project.

1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
2. Backfill of the exterior building stem / footings
3. Any work required after July 1 labor increases (schedule not provided)
4. Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
5. Sealing or coatings on slabs or flatwork.
6. Repair of existing concrete structures
7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
8. Drain structures and catch basins.
9. Light standards or other lighting footings.
10. Survey.
11. Drypack
12. Patch-back for demo'd site paving for new utility trenches.
13. Footings for play equipment including ball walls, backstops, or play poles.

14. Water and Power to be supplied by others
15. All permits and inspection fees to be paid for by others.
16. Bid amount based on 40-hour workweek, Monday through Friday.
17. No obstructions.
18. Any cure, sealer or hardener on slabs other than that listed above.
19. Staining or polishing concrete.
20. Protection or clean-up of misc material.
21. Shop drawings (if required).
22. Any required excavation and recompaction of soils below footings or piers.
23. Costs for grades or grading in excess of 1/10th ft.
24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
25. Dewatering of any kind.
26. Blockouts or installation of sleeves for other trades.
27. Fence, gate post, or misc. sign footings.
28. Supply, offload, storage, or inventory of miscellaneous metals.
29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
30. Welding.
31. Testing, inspections, and permits.
32. Rough concrete encasement for other trades including thrust blocks.
33. Dust control, street sweeping or cleaning.
34. Colored concrete other than that listed above.
35. Caulking, joint fillers or insulation material.
36. Sub drainage systems.
37. Protection of concrete surfaces after finishing.
38. Lane closure permits, traffic control, flagmen, or barricades.
39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
41. Demolition, drilling, doweling, or reworking of existing structures.
42. Temporary protection of our completed work.
43. Trash bins.
44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
45. O&P less than 15% on change orders – our overhead already exceeds 15%.
46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh

BID PROPOSAL CONCRETE

Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169B
October 4, 2024

transmitted via email: jg@edwardscongroup.com

**PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings
located at 2501 Carob Street in Oxnard, CA 93035**

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

1. Provide the following mobilization activities:
 - a. Provide concrete mix designs and material submittals.
 - b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
 - c. Mobilize/demobilize equipment, material, and trained personnel.
 - d. Provide dust control, concrete washout, and general housekeeping for American Construction Group's (ACG) scope of work.

Concrete:

2. Sidewalk: Form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 3.
3. Concrete Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 8
4. V-Gutters: Form, furnish/install rebar, furnish/pour/finish v-gutters per Sheet C3.01 Note 9.
5. Deep Concrete Edge: Form, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 10.
6. Flush Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 11.
7. Concrete Flume: Form, furnish/install grating, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 12
8. Truncated Domes: Form, furnish/install truncated domes per C3.01 Note 13.
9. Vehicle Concrete Paving: form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 14
10. Building Foundations: Form, furnish/install rebar, furnish/pour/finish building foundations per Structural Plans (two buildings 144'x40' and one at 72'x40'). **Client to provide sill plates for ACG to place.**
11. Gopher Slab: Form, furnish/pour/finish 2" thick gopher slab under buildings per 8" thick concrete pad Note 19 on Sheets C-3.01.
12. Trash Enclosure Footing: Form, furnish/install rebar, furnish/pour/finish concrete footing for trash enclosure footing per detail 10/AA1.05. **CMU block wall, in-wall rebar, and fence posts/panels/gates are not included.**

PRICING AND SCHEDULE

See next page

Bid Item	Description	Quantity	UM	Unit Price	Amount
1	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
2	Sidewalk	4,220	SF	\$ 12.50	\$ 52,750.00
3	6" A Curb	217	LF	\$ 70.00	\$ 15,190.00
4	V Gutter	170	LF	\$ 85.00	\$ 14,450.00
5	Deep Concrete Edge	10	LF	\$ 87.00	\$ 870.00
6	Flush Curb	483	LF	\$ 79.00	\$ 38,157.00
7	Concrete Flume	15	LF	\$ 550.00	\$ 8,250.00
8	Truncated Domes	25	SF	\$ 115.00	\$ 2,875.00
9	Vehicle Concrete Pavement	145	SF	\$ 23.00	\$ 3,335.00
10	Building Foundations	1	LS	\$ 496,000.00	\$ 496,000.00
11	3" Slurry Rat Slab under Buildings	1	LS	\$ 92,500.00	\$ 92,500.00
12	Trash Enclosure Foundation	1	EA	\$ 12,200.00	\$ 12,200.00
Subtotal					\$ 742,577.00
P&P Bond (3%)					\$ 22,277.31
Total					\$ 764,854.31

Estimated Project Duration: approximately **85 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

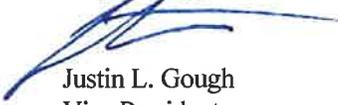
NOTES/ASSUMPTIONS/CONDITIONS

- This proposal is based on the partial plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
- Work will be done in up to 3 mobilizations
- Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
- Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
- Sanitary facilities to be provided by Client for ACG use.
- Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
- Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
- All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
- Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
- Completed concrete to be protected by others after ACG demobilizes.
- ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
- QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
- Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
- SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
- Level D PPE is included (additional PPE levels are available at an additional charge).
- Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
- No retention to be withheld from progress payments unless required by Owner's Prime Contract.
- No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
- This proposal shall be included in the contract as a superseding amendment to the contract scope section.

20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
21. Proposal pricing is valid for 30 days.
22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,



Justin L. Gough
Vice President



Landscaping

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Landscape & Irrigation	Coast Landscaping, Inc	Will Not Bid	\$0.00	
Landscape & Irrigation	Dwayne Brady Landscape Constructi	Did Not Submitt	\$0.00	
Landscape & Irrigation	Elite Landscape Construction, Inc.	Submitted	\$81,600.00	Apparent Low Bidder
Landscape & Irrigation	EQ Landscaping	Did Not Submitt	\$0.00	
Landscape & Irrigation	Griffith Company	Did Not Submitt	\$0.00	
Landscape & Irrigation	J.D. Humann Landscaping Inc.	Will Not Bid	\$0.00	
Landscape & Irrigation	Marina Landscape, Inc.	Submitted	\$120,000.00	
Landscape & Irrigation	Natural Concepts Landscaping	Did Not Submitt	\$0.00	
Landscape & Irrigation	New Generation Landscape	Did Not Submitt	\$0.00	
Landscape & Irrigation	Plowboy Landscapes, Inc.	Will Not Bid	\$0.00	

OSD AGREEMENT #23-237

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of January, 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. which is a contractor licensed by the State of California, with its principal place of business at 2045 Preisker Lane, Suite A, Santa Maria, CA 93454 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marina West Elementary School, located at 2501 Carob Street, 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

May 4, 2023

OSD AGREEMENT #23-237

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

May 4, 2023

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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 with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- 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 TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as 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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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 Eric Marlow as Project Manager for the Project. So long as Eric Marlow 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,

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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.

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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.
2045 Preisker Lane, Suite A
Santa Maria, CA 93454
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:

Emilio Flores, CBO
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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

January 17, 2024

OSD AGREEMENT #23-237

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marina West ECDC New Classroom Project

January 17, 2024

OSD AGREEMENT #23-237

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

Title: PRESIDENT

Date: 1/8/2024

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 1-26-2024

OSD AGREEMENT #23-237

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Marina West ECDC New Classroom Project

CONSTRUCTION SERVICES AGREEMENT

January 17, 2024

EXHIBIT B

Oxnard School District – Marina West New PK,

TK and Kindergarten Classroom Project

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-Five Thousand Dollars and No Cents (\$35,000.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

OSD AGREEMENT #23-237

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

OSD AGREEMENT #23-237

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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OSD AGREEMENT #23-237

- 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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OSD AGREEMENT #23-237

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.

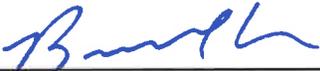
A. The services outlined herein shall commence on the date specified in the District’s Notice to Proceed (“NTP”). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District’s contract with the Architect for the Project. The service of this 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

Title: PRESIDENT

Date: 1/8/2024

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 1-26-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

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 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 Leavitt Coastal Valley Insurance Services, Inc License #0598871 204 E. Enos Dr Suite B Santa Maria CA 93454	CONTACT NAME: Frank Marino	
	PHONE (A/C, No, Ext): (805) 925-8607 FAX (A/C, No): (805) 928-7210 E-MAIL: frank-marino@leavitt.com ADDRESS:	
INSURED Edwards Construction Group Inc PO Box 350 Nipomo CA 93444	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company of CT	25682
	INSURER B: Travelers Property Casualty Company of	25674
	INSURER C: Colony Insurance Company	39993
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 23/24 Master** **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CO-0T843250-TCT-22	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Electronic Data Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X	Y	BA-0T848301-22-26-G	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-0T849346-22-26	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9N981098	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	RENTED/LEASED EQUIPMENT			QT 630 1T210340 TIL 22	7/1/2023	7/1/2024	LIMIT/DED \$500,000/1,000
C	POLLUTION LIABILITY			CSP4279393	6/24/2023	6/24/2024	LIMIT OCC/AGG \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named Additional Insured per attached endorsements on a primary and non-contributory basis. Waiver of subrogation applies. 30 day cancellation notice.

RE: Agreement #23-237

Marina West Elementary School
2501 Carob St, Oxnard, CA 93035

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School 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 Dan Lillard/FRMARI

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured/Underinsured Motorist BI	UMUIM		
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Crisis Management Service			
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Schedule rate adjustment	SRA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$36,084.00
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$8,394.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$160.00
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT APPLIES ON A PER PROJECT BASIS SUBJECT TO THE TOTAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

SCHEDULE OF TOTAL AGGREGATE LIMIT

Total Aggregate Limit \$ 10,000

PROVISIONS

1. The following is added to Paragraph B. of **SECTION III – LIMITS OF INSURANCE:**

For damages because of "bodily injury" and "property damage", if any "underlying insurance" applies a separate aggregate limit in the same policy for each "project", other than a products-completed operations aggregate limit, then the General Aggregate Limit will apply in the same manner as such aggregate limit in such "underlying insurance".

However, we won't pay more than the Total Aggregate Limit shown in the Schedule Of Total Aggregate Limit for the combined total of all damages covered by this policy because of all "bodily injury" or "property damage"

arising out of "projects". For the purposes of determining the applicable General Aggregate Limit, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project". If no entry appears in the Schedule Of Total Aggregate Limit, the Total Aggregate Limit is deemed to be the General Aggregate Limit.

2. The following is added to Paragraph A. of **SECTION VI – DEFINITIONS:**

"Project" means any area away from any premises, site or location that you rent or lease from others, or own, and at which you are performing operations pursuant to a contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

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- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

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

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

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

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

**Designated Project
General Aggregate(s):**

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 - 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 - 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 - 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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- (2) **Property damage or environmental damage to your product**, arising out of it or any part of it.

However, subparagraph (1) does not apply to **your products** that are installed as part of **your work** at a **job site**.

IV. DEFENSE

We have the right and duty to defend the insured against a **suit** seeking damages to which this insurance applies. We have no duty to defend the insured against any **claim** or **suit** seeking damages to which this insurance does not apply. Our duty to defend ends when the applicable Limit of Liability has been exhausted by the payment of **loss**. We may, at our discretion, investigate any **pollution condition** or **claim** and settle any **claim** or **suit**. With respect to any **pollution condition** or **claim** we investigate or **suit** we defend, we will pay **legal defense costs**. **Legal defense costs** are in addition to, and do not reduce, the limits of liability.

V. WHO IS AN INSURED

Each of the following is an insured:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** is an insured for:

- (1) **Bodily injury**:

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or
 - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.
- (2) **Property damage or environmental damage** to property:
- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the **inception date** is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage for such organization:
- a. Is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. Applies only if you give us written notice within 90 days after you acquire or form the organization, or before the end of the **policy period**, whichever is earlier;
 - c. Is conditioned upon your payment of any additional premium that we charge for such organization;

- d. Is subject to any changes in policy terms, conditions or exclusions that we impose; and
- e. Does not apply to any **bodily injury, property damage, environmental damage or pollution condition** that took place before you acquired or formed the organization.

Unless there is compliance with each of subparagraphs **b.** through **e.** above, there shall be no coverage under this Policy for a newly acquired or formed organization.

- 5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but only with respect to **bodily injury, property damage or environmental damage**: (i) arising out of **your work**, including **completed operations**, (ii) caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, and (iii) only for the lesser of the applicable limits of liability set forth in Section VI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract.

The insurance afforded under this paragraph **5.** only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such insured. Furthermore, a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage or environmental damage**:

- a. Arising out of any **pollution condition** that takes place after the equipment lease expires or you cease to be a tenant; or
- b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

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

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims, suits**, claimants or insureds, the following limits of liability apply:

1. **Policy Aggregate Limit**

The Policy Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under this Policy.

2. **Contracting Services Pollution Liability - Each Pollution Condition Limit**

Subject to Paragraph **1.** above, the Contracting Services Pollution Liability - Each Pollution Condition Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** arising out of the same, related, continuous or repeated **pollution condition(s)**.

3. **Environmental Crisis Management Costs Limit**

Subject to Paragraph **1.** above, the Environmental Crisis Management Costs Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverage B – Environmental Crisis Management Costs.

UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

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

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

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9N981098-23-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion – Agreement #22-230 with Enviroplex, Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Pifko/Bennett/CFW)

The Board of Trustees approved the Enhanced Master Construct Program, which aims to expand the number of K-8 school facilities and replace aging schools, portable classrooms, and support buildings with permanent K-5 and K-8 campuses. All new facilities are designed to align with 21st Century Learning Environment standards and meet the Board's established specifications and program requirements.

On October 26, 2022, the State Allocation Board approved a \$7 million apportionment from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Grant Program to fund new classroom construction at Driffill Elementary School.

On April 20, 2023, the Board entered into Agreement #22-230 with Enviroplex, Inc., designating them as the Modular Services Contractor for the project.

The purpose of this item is to formally accept the project as complete and authorize the filing of a Notice of Completion with the Ventura County Recorder's Office. The final project cost totaled \$4,320,444.75, funded through the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Grant Program.

FISCAL IMPACT:

None

RECOMMENDATION:

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 the Notice of Completion, Agreement #22-230 for the Driffill Elementary School New Transitional Kindergarten Project, Modular Construction Services with Enviroplex, Inc.

ADDITIONAL MATERIALS:

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

[Agreement #22-230, Enviroplex, Inc. \(19 pages\)](#)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET ADDRESS
CITY STATE ZIP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.) Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is _____.
- The full address of the owner is _____.
- The nature of the interest or estate of the owner is: In fee.

(If other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "Lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
_____	_____

- The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES	ADDRESSES
_____	_____

- A work of improvement on the property hereinafter described was completed on _____. The work done was: _____

- The names of the contractor, if any, for such work of improvement was _____

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

- The property on which said work of improvement was completed is in the City of _____, County of _____, State of _____, and is described as follows: _____

- The street address of said property is _____

(If no street address has been officially assigned, insert "none".)

Oxnard School District

Dated _____

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing Notice of Completion;

(President of, Manager of, Partner of, Owner of, etc.)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____ at _____.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSTRUCTION SERVICES
TO PROVIDE FULL MODULAR BUILDING DESIGN AND CONSTRUCTION SERVICES FOR 10
MODULAR CLASSROOMS TO BE CONSTRUCTED AT
DRIFFILL ELEMENTARY SCHOOL
FACILITIES CONSTRUCTION PROJECT**

This Agreement for Construction Services (“Agreement”) is entered into as of this **20th** day of **April, 2023**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Enviroplex, Inc** (“Consultant”), a California corporation with a business address located at 4777 E. Carpenter Road, Stockton, CA 95215. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from April 20, 2023 through December 31, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Driffill School New Modular Kindergarten Construction Project, 910 S E St., Oxnard, CA 93033** (“Project”), as described in **RFQ/P #22-02 Proposal**.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is December 31, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit "D,"** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction ("AHJ") including, but not limited to, the Division of the State Architect ("DSA"), the Office of Public School Construction ("OPSC"), the State Facilities Planning Division ("SFPD"), California Department of Education ("CDE"), the California Department of General Services ("DGS"), the Department of Toxic Substance Control ("DTSC"), the California Environmental Quality Act ("CEQA"), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District's Program Manager, Caldwell Flores Winters, Inc. ("Program Manager"). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
10. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
11. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
12. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
13. **Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
 - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
 - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
 - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- a) Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the Services performed hereunder.
- b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

21. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

22. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

26. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
27. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.
28. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
 - a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
29. **Indemnification.**
 - a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in Exhibit "D," Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
 - b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
 - c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Driffill School New Modular Kindergarten Construction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
521 N 1st Avenue
Arcadia, CA 91006
Attention: Rick Ostrander
Telephone: (626) 829-8300
Email: rostrander@cfwinc.com

To Consultant: Enviroplex, Inc
Attention: David Duggins, Director
4777 #. Carpenter Road
Stockton, CA 95215
Telephone: (209) 992-7204
Email: David.Duggins@enviroplex.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

ENVIROPLEX, INC.

Lisa A. Franz
Signature

[Signature]
Signature

Lisa A. Franz, Director of Purchasing
Typed Name/Title

DAVID DOBBINS Director
Typed Name/Title

5-3-23
Date

4/27/23
Date

Tax Identification Number: 68-0258325

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

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

Total Not to Exceed Fee = \$5,000,000.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

- a.** Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
- b.** Records for all supplies, materials and equipment properly charged to the Services.
- c.** Records for all travel pre-approved by District and properly charged to the Services.
- d.** Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

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

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

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

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

Exhibit "A"

EXHIBIT "B"

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

Name: Adolfo Gamino

Title: Field Service Manager

AND/OR

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

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

Date: 04/27/2023

Proper Name of Consultant: Enviroplex

Signature:  _____

By: David Duggins

Its: Director

EXHIBIT "D"

SCOPE OF SERVICES

Outlined Attached Proposal from Enviroplex, Inc., dated March 17, 2023

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #22-02

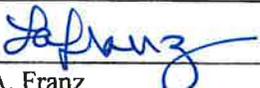
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 5-3-23

By: 
Lisa A. Franz
Director of Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion – Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities (Pifko/Bennett/CFW)

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

On October 26, 2022, the State Allocation Board approved an apportionment of \$7 million from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program for new classrooms at Driffill Elementary School.

On May 17, 2023, the Board entered into Agreement #22-238 with Viola, Inc. to serve as the Lease-Leaseback Contractor for the project.

The purpose of the item is to formally accept the project as complete and authorize the filing of a Notice of Completion with the Ventura County Recorder's Office. The final project cost totaled \$3,585,957.25, funded from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program.

FISCAL IMPACT:

None

RECOMMENDATION:

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 the Notice of Completion, Agreement #22-238 for the Driffill Elementary School New Transitional Kindergarten Project, Lease Leaseback Services with Viola, Inc.

ADDITIONAL MATERIALS:

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

[Agreement #22-238, Viola, Inc. \(24 Pages\)](#)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

STREET ADDRESS

CITY STATE ZIP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.) Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is _____
- The full address of the owner is _____
- The nature of the interest or estate of the owner is: In fee.

(If other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "Lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

- The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

- A work of improvement on the property hereinafter described was completed on _____. The work done was:

- The names of the contractor, if any, for such work of improvement was _____

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

- The property on which said work of improvement was completed is in the City of _____, County of _____, State of _____, and is described as follows: _____

- The street address of said property is _____

(If no street address has been officially assigned, insert "none".)

Oxnard School District

Dated _____

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing Notice of Completion;

(President of, Manager of, Partner of, Owner of, etc.)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____ at _____.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)



OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of May, 2023, 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, Incorporated 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 Driffill Elementary School, located at 910 South E Street, 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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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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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OSD AGREEMENT #22-238

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (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

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SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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

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OXNARD SCHOOL DISTRICT

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Inspector of Record.

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

SECTION 10. EXTRA WORK/MODIFICATIONS

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

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

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

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

SECTION 13. BONDING REQUIREMENTS

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

SECTION 14. PAYMENTS TO CONTRACTOR

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

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CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this 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

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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

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materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

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

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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.

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SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Karling Aguilera-Fort, Superintendent

With A copy to:

Emilio Flores, CBO
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.

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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.

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SECTION 32. ENTIRE AGREEMENT

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

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

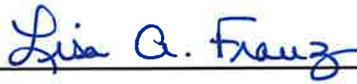
CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

By: 



Title: PRESIDENT / CEO

Director, Purchasing

Date: 5-8-2023

5-18-2023

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OXNARD SCHOOL DISTRICT

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

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EXHIBIT B

Oxnard School District – Drifill New PK, TK and Kindergarten Classroom Project 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 **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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

5. Construction Scheduling Services

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

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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.

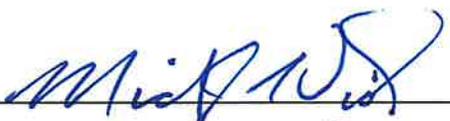
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this 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, Incorporated

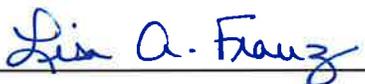
By: 

Title: PRESIDENT / CEO

Date: 5-8-2023

THE DISTRICT

Oxnard School District,
a California school district

By: 

Title: Director, Purchasing

Date: 5-18-2023

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report No. 25-03 (Pifko/Reyes)

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

- A listing of Purchase orders issued 8/29/2025 through 9/28/2025 for the 2025-2026 school year, for \$3,602,983.20.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report No. 25-03 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report No. 25-03 \(29 Pages\)](#)

Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
010-4100	TEXTBOOKS			
P26-01888	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,061.77
P26-01889	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	10,308.83
P26-01916	The Continetal Press Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,201.40
P26-01917	The Continetal Press Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	10,847.90
P26-01918	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	3,005.47
P26-01919	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,269.66
P26-01950	Houghton Mifflin Harcourt	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	5,941.84
P26-01972	Houghton Mifflin Harcourt	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	7,005.12
P26-02099	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	5,911.77
P26-02102	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,392.18
P26-02103	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	5,283.50
P26-02104	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,286.97
P26-02257	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	322.56
P26-02260	Rockwell Printing Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,085.48
Total:010-4100 TEXTBOOKS				58,924.45
010-4200	BOOKS OTHER THAN TEXTBOOKS			
P26-01822	FOLLETT CONTENT SOLUTIONS	McKinna School	LCAP_3.38 BOOKS	1,309.31
P26-01882	SCHOLASTIC INC	Kamala School	LCAP_3.38 BOOKS	27.56
P26-01915	SCHOLASTIC-TEACHER STORE	Marina West School	LCAP_3.38 Books Other Than Textbooks/Instructional	243.55
P26-01946	Schwabe Books	Soria School	LCAP_3.38 MATL/SUPL	12,836.88
P26-01981	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP STUDENT WORKBOOKS	10,660.95
P26-02007	Lakeshore Learning Materials	Elm School	LCAP_3.38 MATL/SUPP	88.49
P26-02032	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPLS SPANISH BOOKS	514.73
P26-02035	John Wiley And Sons Inc	Special Education	LCAP_2.06 BOOKS	4,093.02
P26-02065	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 MATL-SUPL/INST	198.69
P26-02069	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 MATL-SUPL/INST	114.63
P26-02105	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	103.68

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-02106	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	146.25
P26-02107	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	198.64
P26-02108	SCHOLASTIC-BOOK FAIRS	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	196.49
P26-02114	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLS ENG BOOKS	1,357.88
P26-02127	BARNES AND NOBLE BOOKSELLERS, INC.	San Miguel School	LCAP_3.38 Books Other Than Textbooks	864.28
P26-02207	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst.- Morales Books	116.63
P26-02226	Perma Bound Books	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	21,319.23
P26-02227	Perma Bound Books	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,905.05
P26-02239	SCHOLASTIC-TEACHER STORE	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	196.78
P26-02240	SCHOLASTIC-MAGAZINES	Soria School	LCAP_3.38 BKS OTHER THAN TXTBK	1,083.08
P26-02373	Perma Bound Books	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,302.45
Total:010-4200 BOOKS OTHER THAN TEXTBOOKS				60,878.25

010-4300 MATERIALS AND SUPPLIES

P26-01793	TouchMath Acquisition LLC	Special Education	LCAP_2.05 Mat/Sup	16,077.43
P26-01794	TouchMath Acquisition LLC	Special Education	LCAP_2.05 Mat/Sup	14,039.70
P26-01795	Amazon Com	Personnel Commission	matl/sup - Personnel Commission	44.49
P26-01796	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Sarah Pegler	210.18
P26-01797	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Sarah Pegler	33.71
P26-01798	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Diane Dominguez	158.03
P26-01799	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Diane Dominguez	92.23
P26-01800	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Amanda Lee	53.07
P26-01801	Amazon Com	Special Education	LCAP_2.05 Mat. & Supp. for Jennifer Miadich	169.26
P26-01802	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Jennifer M.	68.49
P26-01803	Amazon Com	Special Education	LCAP_2.05 Materials Supplies for Vanessa Aguilera	259.24
P26-01804	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Cinthya Lewis	36.84

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-01805	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Cindy Evans	284.93
P26-01806	Ashton Awards Inc Aswell Troph y	Superintendent	LCAP_5.03 MATL/SUPP	499.00
P26-01808	ODP BUSINESS SOLUTIONS, LLC	Curren School	LCAP_3.38 MATLS/SUPL	1,500.00
P26-01809	Amazon Com	Special Education	LCAP_2.05 MATL/SUPPL ERSES TEAM	653.47
P26-01810	Amazon Com	Special Education	LCAP_2.05 Mat/Supp ERSES Team	451.96
P26-01811	Amazon Com	Special Education	LCAP_2.05 Mat/Supp ERSES Team	249.23
P26-01812	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Daphne Reyes	234.94
P26-01813	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Daphne Reyes	15.16
P26-01814	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Eric Beadle	174.65
P26-01815	Amazon Com	Special Education	LCAP_2.05 Materiasl & Supplies for SpEd	32.33
P26-01816	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Cinthya Lewis	206.88
P26-01817	SMART AND FINAL-C.I. BLVD	Curren School	LCAP_3.38 MATL/SUPPL FOR Parent Mtgs	2,000.00
P26-01818	SMART AND FINAL-C.I. BLVD	Curren School	LCAP_3.38 MATL/SUPPL- STUDENT INCENTIVES	2,000.00
P26-01823	FOLLETT SCHOOL SOLUTIONS, INC	McKinna School	LCAP_3.38 MATL/SUPPL(INST)	168.35
P26-01824	Morris Printing Group, Inc Sch ool Mate	McKinna School	LCAP_3.38 MATL/SUP-INSTRUCTIONAL	488.35
P26-01825	Rochester 100, Inc	Curren School	LCAP_3.38 Matls & Supplies Instructional	1,351.97
P26-01828	RedShelf, Inc.	Special Education	LCAP_2.05 Materials & Supplies for Amanda Lee	88.48
P26-01830	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materiasl & Supplies for SpEd Staff	815.40
P26-01831	WORLDWIDE SUPPLIES LLC	Soria School	LCAP_3.38 MATL/SUPL	836.86
P26-01832	Sweetwater Sound Inc Sweetwate r Music Ed Tech	Soria School	LCAP_3.38 MATL/SUPL	1,325.21
P26-01845	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	443.16
P26-01846	Amazon Com	Fremont School	LCAP_2.05 SPED MAT/SUPL	227.54
P26-01847	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	46.17
P26-01848	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	28.39
P26-01849	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Eric Beadle	58.84
P26-01850	Amazon Com	Harrington School	LCAP_2.05 MATL-SUPL/Teacher: Lisa Dickson	193.36
P26-01851	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	131.08
P26-01852	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	167.76
P26-01853	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	428.87

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-01854	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	168.39
P26-01855	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	322.42
P26-01856	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	262.14
P26-01857	Amazon Com	Pupil Services	LCAP_2.07	221.48
P26-01858	Amazon Com	Pupil Services	LCAP_3.20 MAT/SUP	305.07
P26-01859	Amazon Com	Pupil Services	LCAP_3.20	247.85
P26-01860	Printech	Frank School	LCAP_3.38 (Mat-Sup) Duplo-PrinTech	599.78
P26-01864	School Nurse Supply Co	Fremont School	LCAP_3.38 MATL-SUPL	252.37
P26-01868	ORIENTAL TRADING COMPANY	Ramona School	LCAP_3.38 MATL-SUPL	272.21
P26-01869	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR FRANK SCHOOL	287.00
P26-01870	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR FRANK SCHOOL	268.04
P26-01871	Gopher Sport	Curren School	LCAP_3.38 Matls & Supplies Inst	1,000.61
P26-01873	Lakeshore Learning Materials-V	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	150.00
P26-01874	ODP BUSINESS SOLUTIONS, LLC	Fremont School	LCAP_2.05 SPED MAT/SUPL	228.53
P26-01877	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	248.73
P26-01878	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	29.55
P26-01879	Amazon Com	Fremont School	LCAP_2.05 SPED MAT/SUPL	111.81
P26-01880	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	175.01
P26-01881	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	53.19
P26-01883	Uline	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	898.30
P26-01884	Amazon Com	Marshall School	LCAP_2.05 MATL/SUPL	180.92
P26-01885	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	1,563.42
P26-01887	Petesehria, LLC PizzaMan Dan's	Kamala School	LCAP_3.38 Mat/Sup (STAFF)	2,600.00
P26-01905	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	825.22
P26-01906	Rochester 100, Inc	Brekke School	LCAP_3.38 MATL/SUPP	374.95
P26-01907	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	Marshall School	LCAP_3.38 MATL/SUPP	611.80
P26-01909	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	1,167.70
P26-01911	Amazon Com	Chavez School	LCAP_3.38 MTL/SUPL-INSTR	1,997.75
P26-01914	Walmart	Enrichment & Special Programs	LCAP_2.19 Giftcards Chavez YCP winners	765.00
P26-01920	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Franklin Covey	843.96
P26-01929	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	148.60
P26-01930	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	30.75
P26-01931	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPPL	884.49
P26-01932	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	89.37

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-01933	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	93.84
P26-01934	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	76.59
P26-01941	Amazon Com	Soria School	LCAP_3.38 MATL/SUP	202.19
P26-01945	COASTAL ENTERPRISES	Soria School	LCAP_3.38 MATL/SUPL	1,677.53
P26-01956	Amazon Com	San Miguel School	LCAP_3.38 Materials & Supplies	329.67
P26-01957	Amazon Com	McKinna School	LCAP_3.38 MATL/SUPPL	532.19
P26-01958	Amazon Com	McKinna School	LCAP_3.38 mat/sup-instructional	219.43
P26-01959	Amazon Com	McKinna School	LCAP_3.38 Mat/sup-instructional	494.83
P26-01960	Amazon Com	Ritchen School	LCAP_5.06 mat/sup New Teacher - H. James	236.83
P26-01961	Amazon Com	Ritchen School	LCAP_5.06 mat/sup New Teacher - H. James	84.95
P26-01962	Amazon Com	Brekke School	LCAP_5.06 mat/sup New Teacher - C. Ramirez	253.28
P26-01963	Amazon Com	Brekke School	LCAP_5.06 mat/sup New Teacher - C. Ramirez	33.57
P26-01964	Amazon Com	McKinna School	LCAP_5.06 mat/sup New Teacher - J. Palomares	361.39
P26-01970	Home Depot Inc	Enrichment & Special Programs	LCAP_2.19 EQUIP	272.14
P26-01971	Uline	Enrichment & Special Programs	LCAP_2.19 EQUIP	2,408.58
P26-01973	SMART AND FINAL-C.I. BLVD	McAuliffe School	LCAP_3.38 MATL/SUPPL	500.00
P26-01982	Allcable Inc	Information Technology	LCAP_5.39 ITS MAT/SUP (IT DEPT)	600.00
P26-01984	SOS Survival Products	Risk Management	Mats/Sup - Emergency	903.07
P26-01985	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUPPL(INST)	53.20
P26-01986	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUPP	49.14
P26-01987	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon	735.44
P26-01988	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUPP (INST)	1,475.84
P26-01989	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon STEAM Lab	2,560.64
P26-01990	Uline	Human Resources	MATL/SUPP	395.70
P26-02002	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	154.53
P26-02003	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	247.56
P26-02006	Lakeshore Learning Materials-V	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional0	300.00
P26-02007	Lakeshore Learning Materials	Elm School	LCAP_3.38 MATL/SUPP	190.61
P26-02008	Smart And Final Iris Co-N. Ox. Blvd	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Smart & Final	300.00
P26-02011	Lakeshore Learning Materials	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	653.32
P26-02013	EAZEL ENTERPRISES INC NAPALM I NC	Marshall School	LCAP_3.38 MATL/SUPL	385.00

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PO Number	Vendor Name	Location	Description	
P26-02015	ODP BUSINESS SOLUTIONS, LLC	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES(Instructional)	169.71
P26-02016	ODP BUSINESS SOLUTIONS, LLC	Marina West School	LCAP_3.38 MATL-SUPL/INST	97.28
P26-02017	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	548.19
P26-02018	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	330.32
P26-02019	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	79.90
P26-02020	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	111.59
P26-02021	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	138.45
P26-02022	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	75.92
P26-02023	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Jorge Cortes	233.55
P26-02024	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies Angelique Pagliano	196.85
P26-02025	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SPED STAFF	21.82
P26-02026	Amazon Com	Transportation	LCAP_2.30 SUPPLY	271.86
P26-02027	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	1,344.70
P26-02028	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	200.58
P26-02029	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials	1,635.47
P26-02030	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Stephanie G	190.91
P26-02031	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Stephanie G	73.16
P26-02033	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP for math class	261.16
P26-02034	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	162.35
P26-02036	TOM HENSON HENSON MUSIC CENTER	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	750.00
P26-02037	JW PEPPER & SON	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	1,500.00
P26-02038	Barbara Ashcroft dba: SCALARS Publishing LLC	Special Education	LCAP_2.05 MAT/SUPL	483.85
P26-02041	GoGo Speech, LLC	Special Education	LCAP_2.05 Speech Membership for Coral Spencer	180.00
P26-02042	CORBEN HATCH POSTCARDGURU PRINT & PROMO	Special Education	LCAP_2.05 Materials/Supplies	1,802.63
P26-02044	Lakeshore Learning Materials	Special Education	LCAP_2.05 MATL/SUP	881.12
P26-02045	COMPUWAVE	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	1,195.20
P26-02046	Printech	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	432.63
P26-02047	Therapro Inc	Special Education	LCAP_2.05 MAT/SUPL	369.68
P26-02048	College Board	Educational Services	LCAP_1.05 SERVICES/CONSULTATIONS	3,330.00
P26-02053	FARMIVORE INC	Budget & Finance	CSEBO Wellness Funds	43,421.70
P26-02054	Walmart	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	150.00
P26-02055	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	770.86

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PO Number	Vendor Name	Location	Description	
P26-02056	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	55.87
P26-02057	ORIENTAL TRADING COMPANY	Ramona School	LCAP_3.38 MATL-SUPL	204.26
P26-02060	CDW G	Marina West School	LCAP_3.38 MATL-SUPL/INST	1,340.50
P26-02064	SCHOLASTIC-MAGAZINES	Ritchen School	LCAP_3.38 MATL/SUP (INST)	2,044.86
P26-02070	Lowe's	Harrington School	MICROWAVES	434.73
P26-02073	Amazon Com	Curren School	LCAP_3.38 Matls & Suppl linstructional	597.29
P26-02074	Amazon Com	Business Services	MATLS/SUP	146.71
P26-02079	Amazon Com	Soria School	LCAP_3.38 MATL / SUPL	101.76
P26-02080	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	194.68
P26-02081	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	227.63
P26-02082	Amazon Com	Special Education	LCAP_2.05 Materiasl & Supplies for SpEd Staff	445.51
P26-02083	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	86.91
P26-02084	Amazon Com	Soria School	LCAP_3.38 MATL/SUP	844.67
P26-02085	Amazon Com	Soria School	LCAP_3.38 MATL/SUPL	275.62
P26-02086	Amazon Com	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	656.40
P26-02089	YOUNG MUSIC LLC PRODIGIES AND PRODIGIES MUSIC	Soria School	LCAP_3.38 MATL/SUPP	149.00
P26-02092	Shoes That Fit	Fremont School	LCAP_3.38 MAT/SUPL	46.42
P26-02093	School Life, div of ImageStuff	Marina West School	LCAP_3.38 MATL-SUPL/INST	293.85
P26-02094	BARNES AND NOBLE BOOKSELLERS, INC.	Special Education	LCAP_2.05 Materials & Supplies for SpEd	18,703.60
P26-02095	Demco Inc	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES RTAPIA	601.15
P26-02096	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MAT & SUPS COBIAN	229.37
P26-02097	Maad Graphics	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	2,246.18
P26-02098	Printech	Fremont School	LCAP_3.38 MATL & SUPPL	1,032.41
P26-02109	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr.	2,159.07
P26-02110	Amazon Com	Special Education	LCAP_2.05 Materiasl & Supplies for SpEd Staff	179.94
P26-02111	Amazon Com	Pupil Services	LCAP_5.31 MAT/SUP	690.88
P26-02112	Amazon Com	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	342.37
P26-02113	Amazon Com	Pupil Services	LCAP_2.08 MAT/SUP	204.63
P26-02115	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	409.69
P26-02116	Amazon Com	Soria School	LCAP_5.25 MATL/SUPP	368.52
P26-02117	Amazon Com	Rose Avenue School	LCAP_5.06 matl/sup New Teacher - T. Kvashay	197.42
P26-02118	Amazon Com	Rose Avenue School	LCAP_5.06 matl/sup New Teacher - T. Kvashay	153.30
P26-02119	Urbane Cafe Alex Bello-Mgr	SchPerformance & StudOutcomes	Mat/sup-Food PD	1,500.00
P26-02121	GOBULK.COM	Kamala School	LCAP_3.38 MATL/SUPP (INST)	218.50
P26-02122	Spicers Paper Inc	Graphics	Materials and Supplies	3,631.74

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-02125	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Driffill School	LCAP_3.38 SIP DAY 8/13 AND 8/14 LUNCH	870.50
P26-02128	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUP	138.25
P26-02129	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	76.45
P26-02130	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	125.72
P26-02131	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Erika Dowd	221.37
P26-02132	Amazon Com	Curren School	LCAP_3.38 Matls and Supplies Art Instruction	437.20
P26-02133	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Office	213.64
P26-02134	Amazon Com	Soria School	LCAP_5.06 mat/sup New Teacher - H. Rodriguez	330.65
P26-02135	NETWORK CRAZE TECHNOLOGIES INC	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES CONF	322.29
P26-02137	Bjorem Speech Publications	Special Education	LCAP_2.05 Materials & Supplies for Laura Herrera	258.09
P26-02138	CDW G	Teaching & Learning	LCAP_3.41 MATL/SUPP FOR TOSAs	857.11
P26-02139	CDW G	Teaching & Learning	LCAP_3.41 MATERIALS & SUPPLIES	50.99
P26-02141	Demco Inc	Elm School	LCAP_3.38 MATL/SUPP	117.45
P26-02142	School Outfitters	Marina West School	LCAP_2.05 MATL-SUPL/INST	315.39
P26-02146	Claudia M Lopez dba: Money Pan cho Mexican Rest.	Superintendent	LCAP_5.03 MATL/SUPP	750.00
P26-02147	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	169.66
P26-02148	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon 25/26 year Frank	511.13
P26-02149	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	96.36
P26-02150	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	244.34
P26-02151	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES WELLNESS C	680.69
P26-02152	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	73.33
P26-02153	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Morales	225.14
P26-02154	Walmart	Kamala School	LCAP_3.38 MATL-SUPL	1,100.00
P26-02155	Ashton Awards Inc Aswell Troph y	Ramona School	LCAP_3.38 MATL-SUPL AR Ribbons	1,061.91
P26-02162	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 YCP Chavez ASP	371.51
P26-02163	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 Mat/Supl YCP Journalism	10,906.36
P26-02164	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 Mat/supl YCP Chavez_Shared	5,521.80
P26-02165	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 mat/supl YCP Lopez Upkeep	3,273.88
P26-02176	Amazon Com	Facilities	LCAP_2.34 Grounds Materials and Supplies	2,221.14
P26-02182	Amazon Com	Teaching & Learning	LCAP_3.41 MATERIALS & SUPPLIES	3,449.76

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PO Number	Vendor Name	Location	Description	
P26-02183	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	721.63
P26-02184	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Office(2)	1,300.61
P26-02185	JKM Training, Inc.	Pupil Services	LCAP_2.07 MAT/SUP	321.68
P26-02187	Lakeshore Learning Materials	Marina West School	LCAP_3.38 MATL-SUPL/INST	267.52
P26-02188	Lakeshore Learning Materials	Ramona School	LCAP_5.06 matl/sup New Teacher - M. Morales	357.17
P26-02189	Lakeshore Learning Materials	Lemonwood School	LCAP_3.38 Matl/Sup Inst.	152.91
P26-02190	Traffic Technologies, LLC Total Signs & Screen Printing	Marshall School	LCAP_3.38 MATL/SUPL	622.73
P26-02191	Raymond Geddes And Co Inc	Soria School	LCAP_3.38 MATL/SUPP	95.79
P26-02192	Nick Rail Music	Marshall School	LCAP_3.38 MATL/SUPL	91.77
P26-02194	QUILL LLC	Fremont School	LCAP_3.38 MATL-SUPL	46.75
P26-02198	Amazon Com	Fremont School	LCAP_3.38 MATL & SUPPL	167.42
P26-02199	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	307.14
P26-02200	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	288.57
P26-02201	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	122.95
P26-02202	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst Ms. Gozales (1)	156.33
P26-02203	Amazon Com	Soria School	LCAP_5.06 matl/sup New Teacher - T. Steele	171.15
P26-02204	Amazon Com	Soria School	LCAP_5.06 matl/sup New teacher T. Steele	140.45
P26-02205	Amazon Com	Ramona School	LCAP_5.06 matl/sup New Teacher - M Morales	42.76
P26-02206	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Gonzales (2)	113.25
P26-02208	Amazon Com	Soria School	LCAP_5.25 MATL/SUPL	164.93
P26-02220	COSTCO WHOLESALE CORPORATION	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	4,000.00
P26-02221	CCI Office Technologies	Graphics	Materials and Supplies	1,743.63
P26-02222	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Teachers	2,192.10
P26-02223	Walmart	Curren School	LCAP_3.38 Matls & Supplies for Parent Mtgs	1,000.00
P26-02224	Varitronics, LLC	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	4,042.03
P26-02225	B & H Foto & Electronics Corp	Harrington School	LCAP_3.38 MATL-SUPL	639.11
P26-02228	Best Buy	Marshall School	LCAP_3.38 MATL/SUPL	305.89
P26-02229	Nick Rail Music	Marshall School	LCAP_3.38 MATL/SUPL	1,753.46
P26-02230	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	Marshall School	LCAP_3.38 MATL/SUPL	2,831.31
P26-02242	4imprint	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	1,550.49
P26-02243	4imprint	Special Education	LCAP_2.05 Materials & Supplies for SpEd	10,677.92
P26-02244	Teachers Pay Teachers	Special Education	LCAP_2.05 Materials & Supplies for Natalie Gabrie	250.38

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PO Number	Vendor Name	Location	Description	
P26-02251	School Specialty Inc	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	108.59
P26-02254	Lakeshore Learning Materials-V	Ritchen School	LCAP_3.38 MATL/SUP-Instructional (J.Patton)	250.00
P26-02255	Lakeshore Learning Materials-V	Ritchen School	LCAP_3.38 MATL/SUP-Instructional (T.Gaynor)	250.00
P26-02256	Southwest School & Office Sup	Ritchen School	LCAP_3.38 MATL/SUP- Instructional	128.26
P26-02259	Home Depot Inc	Soria School	LCAP_3.38 MATL/SUPP	151.86
P26-02265	Walmart	Marshall School	LCAP_3.38 MATL/SUPL	800.00
P26-02266	COSTCO WHOLESALE CORPORATION	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES PBIS	500.00
P26-02272	Twig Education Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,502.19
P26-02274	Amazon Com	McKinna School	LCAP_3.38 Mat/sup-Instructional	32.47
P26-02275	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES	383.25
P26-02276	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES VALENCIA GIL	332.65
P26-02277	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES	133.80
P26-02278	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	4,534.36
P26-02279	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	3,942.17
P26-02280	Amazon Com	McKinna School	LCAP_3.38 Mat/sup-Instructional	175.88
P26-02281	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon supplies	396.66
P26-02282	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES DE LA CRUZ	282.49
P26-02283	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Nicole Crilly L	264.83
P26-02284	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	547.22
P26-02285	Amazon Com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	165.71
P26-02286	Amazon Com	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	1,269.90
P26-02287	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Rosie Lopez	97.18
P26-02288	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Rosie Lopez	121.36
P26-02289	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Rosie Lopez	66.21
P26-02290	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPL	36.84
P26-02291	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Brenda Aparicio	262.59
P26-02292	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES ISP HO OFFICE	453.53
P26-02293	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES	79.21
P26-02294	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	149.30

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PO Number	Vendor Name	Location	Description	
P26-02295	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon Frank 25/26 yr.	98.72
P26-02296	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Newman	268.33
P26-02297	Amazon Com	Driffill School	LCAP_3.38 FOR PARENT MEETINGS	399.50
P26-02298	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Harrington School	LCAP_5.04 Materials & Supplies (Sip Day) 10/13/25	988.44
P26-02299	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES VALENCIA	109.22
P26-02300	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES GIL	337.43
P26-02301	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES MCMILLAN	257.71
P26-02305	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	Kamala School	LCAP_3.38 MATL/SUPP	705.10
P26-02308	Uline	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	1,223.39
P26-02319	Apple Computer Inc	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	913.34
P26-02323	Southpaw Enterprises Inc	Special Education	LCAP_2.05 Materials & Supplies for A. Nordman	117.09
P26-02334	School Life, div of ImageStuff	Brekke School	LCAP_3.38 MATL/SUPP	414.66
P26-02335	Amazon Com	Soria School	LCAP_5.25 MATL/SUPP	71.15
P26-02336	Amazon Com	Lemonwood School	LCAP_3.38 Mat/Sup Inst - Counselor Pt 1	768.48
P26-02337	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	516.40
P26-02338	Amazon Com	Frank School	LCAP_5.06 mat/sup New Teacher - H. Collins	217.79
P26-02339	Amazon Com	Lopez Academy	LCAP_5.06 mat/sup New Teacher - M. Janes	101.27
P26-02340	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Phenix	244.33
P26-02342	Really Good Stuff	Marina West School	LCAP_3.38 MATL-SUPL/INST	84.01
P26-02347	GREAT PACIFIC PUMPKINS	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	440.00
P26-02349	Lakeshore Learning Materials	Lopez Academy	LCAP_5.06 mat/sup New Teacher - M. Janes	203.11
P26-02351	JL DOWNTOWN CAFE	Curren School	LCAP_5.04 Matl-Sup SIP DAY	965.77
P26-02352	Lowe's	Facilities	LCAP_2.34 Custodial Materials and Supplies	261.06
P26-02353	RED WING BRANDS OF AMERICA INC	Purchasing	Safety Credits - Footwear	10,000.00
P26-02354	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Brekke School	LCAP_5.04 MATL/SUPP (INST) SIP Day	1,292.43
P26-02355	PANERA BREAD COMPANY PANERA LL C	Chavez School	LCAP_5.04 MTLs/SUPL-INSTR	610.84
P26-02358	JL DOWNTOWN CAFE	Frank School	LCAP_5.04 (Mat-Sup) SIP Day 10/13/25- Catering	1,562.28

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PO Number	Vendor Name	Location	Description	
P26-02359	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,090.23
P26-02362	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	233.26
P26-02363	Amazon Com	Lopez Academy	LCAP_5.06 matl/sup New Teacher - C. Martinez	301.95
P26-02364	Amazon Com	Lopez Academy	LCAP_5.06 matl/sup New Teacher - C. Martinez	84.25
P26-02365	Amazon Com	Lemonwood School	LCAP_5.06 matl/sup New Teacher - E. Carrasco	409.78
P26-02366	Amazon Com	Marshall School	LCAP_5.06 matl/sup New Teacher - J. Viveros	255.57
P26-02367	Amazon Com	Marshall School	LCAP_5.06 matl/sup New Teacher - J. Viveros	141.81
P26-02368	Amazon Com	McKinna School	LCAP_3.38 Matl/sup-Instructional	24.19
P26-02370	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES CAMILON	189.33
P26-02371	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	197.46
P26-02372	Lowe's	Frank School	LCAP_3.38 (Mat/Sup) Lowes	80.00
P26-02374	LA GRINDING CO.	Graphics	Materials and Supplies	109.25
P26-02375	Uline	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	3,793.52
P26-02380	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP Soria	244.08
P26-02381	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP Soria	217.77
Total:010-4300 MATERIALS AND SUPPLIES				304,334.11
010-4310	FUEL			
P26-02051	Silvas Oil Company Inc	District Office	LCAP_4.04 FUEL	20,000.00
Total:010-4310 FUEL				20,000.00
010-4312	WAREHOUSE CHARGES			
P26-02302	IMAGINE LEARNING LLC	McKinna School	LCAP_3.38 Matl/sup-Instructional	181.26
Total:010-4312 WAREHOUSE CHARGES				181.26
010-4318	COMPUTER SUPPLIES AND SOFTWARE			
P26-02059	CDW G	Ramona School	LCAP_3.38 Computer Equipment	513.37
P26-02233	CDW G	Curren School	LCAP_3.38 Materials and Supplies Instructional	429.52
P26-02236	ESGI, LLC	Marshall School	LCAP_3.38 MATL/SUPPL	518.00
Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE				1,460.89
010-4321	ELECTRICAL SUPPLIES			
P26-02050	A and S Fire Protection, Inc.	Facilities	LCAP_2.34 Electrical Materials and Supplies	500.00
Total:010-4321 ELECTRICAL SUPPLIES				500.00
010-4325	PLUMBING SUPPLIES			

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PO Number	Vendor Name	Location	Description	
P26-02304	Allied Rubber & Gasket Co.	Facilities	LCAP_2.34 Plumbing Materials and Supplies	336.74
Total:010-4325 PLUMBING SUPPLIES				336.74
010-4331 AUDIO VISUAL REPAIR				
P26-01943	SupplyCounter.com Inc.	Facilities	LCAP_2.34 Audio Visual Supplies	475.00
Total:010-4331 AUDIO VISUAL REPAIR				475.00
010-4333 FUEL				
P26-02051	Silvas Oil Company Inc	District Office	LCAP_4.04 FUEL	120,000.00
Total:010-4333 FUEL				120,000.00
010-4400 NON-CAP EQUIP (\$500-\$4,999)				
P26-01827	Audio Resource Group	Special Education	LCAP_2.05 Audio Supplies	8,630.75
P26-01910	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	4,386.51
P26-01922	Uline	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	895.78
P26-01955	United Refrigeration Inc	Facilities	LCAP_2.34 HVAC Equipt / Harrington	2,493.64
P26-01970	Home Depot Inc	Enrichment & Special Programs	LCAP_2.19 EQUIP	3,830.80
P26-01971	Uline	Enrichment & Special Programs	LCAP_2.19 EQUIP	2,155.45
P26-01977	CDW G	Frank School	LCAP_3.38 (Mat-Sup) CDW-G Printer	1,036.08
P26-01978	CDW G	Frank School	LCAP_3.38 (Mat-Sup) CDW-G Printer-STEAM Lab	965.77
P26-02009	CDW G	Enrollment Center	LCAP_4.04 Tech & equip	16,083.84
P26-02073	Amazon Com	Curren School	LCAP_3.38 Matls & Suppl instructional	849.26
P26-02093	School Life, div of ImageStuff	Marina West School	LCAP_3.38 MATL-SUPL/INST	635.58
P26-02159	General Binding Corp.	Lemonwood School	LCAP_3.38 Non-Capital Equipment	2,611.65
P26-02162	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 YCP Chavez ASP	2,864.39
P26-02163	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 Mat/Supl YCP Journalism	13,419.11
P26-02164	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 Mat/supl YCP Chavez_Shared	707.91
P26-02165	B & H Foto & Electronics Corp	Enrichment & Special Programs	LCAP_1.02 mat/supl YCP Lopez Upkeep	5,553.51
P26-02183	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	890.59
P26-02309	Uline	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	4,106.12
P26-02360	CDW G	Frank School	LCAP_3.38 (Mat/Sup) CDW-G Poster printer	3,980.53
Total:010-4400 NON-CAP EQUIP (\$500-\$4,999)				76,097.27
010-4418 COMPUTER EQUIPMENT OVER \$500				

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PO Number	Vendor Name	Location	Description	
P26-01890	CDW G	SchPerformance & StudOutcomes	4418/CompEquipment - Office A. Thomas	1,872.18
P26-01902	Best Buy	Information Technology	LCAP_5.39 ITS COMP SUP-TV Replacements	2,403.46
P26-02004	CDW G	Facilities	LCAP_2.34 Comptuer Equipt / Angela Duarte	1,632.83
P26-02059	CDW G	Ramona School	LCAP_3.38 Computer Equipment	1,343.42
P26-02232	CDW G	Soria School	LCAP_3.38 MATL/SUPL	756.24
P26-02261	CDW G	Brekke School	LCAP_3.38 Mtl/Supl	798.10
Total:010-4418 COMPUTER EQUIPMENT OVER \$500				8,806.23

010-5200 TRAVEL AND CONFERENCE

P26-01749	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Professional Development for Erin Rivera	80.00
P26-01776	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel & Conference for Keely Henkel	80.00
P26-01777	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Christina Kennedy	80.00
P26-01778	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Laura Herrera	150.00
P26-01780	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Daphne Reyes	60.00
P26-01781	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Devon Vail	50.00
P26-01782	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Andrea Caballero Najera	20.00
P26-01783	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Andrea Caballero Najera	50.00
P26-01784	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Nicole Crilly-Larsen	80.00
P26-01785	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Nicole Crilly-Larsen	20.00
P26-01821	Ventura Co Office Of Education	Special Education	LCAP_2.05 PD Registration for Cindy Evans	50.00
P26-01833	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Human Resources	LCAP_3.01 DEV H C_ TRAV/CONF (SC/ AC)	1,850.00
P26-01834	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Human Resources	LCAP_3.01 DEV H C_ TRAV/CONF (S Carroll)	825.00
P26-01835	CASBO	Budget & Finance	LCAP_3.24 TRVL/CONF (CASBO)	2,785.00
P26-01836	Southwest Airlines	Human Resources	LCAP_3.01 CONF/TRAV (A Cordes)	319.93
P26-01837	Southwest Airlines	Human Resources	LCAP_3.01 CONF/TRAV (R Mendoza, V Villalpando)	639.86
P26-01838	Frontline Technologies Grp LLC	Personnel Commission	LCAP_3.04 TRVL/CONF PC: Frontline Conf	1,998.00
P26-01839	Loews Coronado Bay Resort	Personnel Commission	LCAP_3.04 TRVL/CONF PC: Frontline Conf	1,356.38
P26-01840	HILTON SAN FRANCISCO UNION SQU ARE	Human Resources	LCAP_3.01 DEV HC TRAV/CONF (S Carroll)	668.04

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P26-01841	Frontline Technologies Grp LLC	Budget & Finance	LCAP_3.24 Frontline Conference/Business Office	2,997.00
P26-01842	Loews Coronado Bay Resort	Budget & Finance	LCAP_3.24 CONF-Frontline Gather	2,034.57
P26-01843	Atkinson,Andelson,Loya Ruud & Romo	Human Resources	LCAP_3.24 TRAV/CONF	538.00
P26-01861	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 PD for Andrea Caballero Najera	50.00
P26-01865	Doubletree Hotel Sacramento	Human Resources	LCAP_3.01 TRVL/CONF (Mendoza, Villalpando, Cordes)	1,661.69
P26-01866	AMERICAN EXPRESS	Educational Services	LCAP_3.05 (Dr. Fox)	704.00
P26-01867	CASBO	Business Services	LCAP_3.04 CONF-CBO Symp.KP. Nov 2025	995.00
P26-01876	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Professional Development for Amanda Lee	50.00
P26-01896	Ventura Co Office Of Education	Pupil Services	LCAP_4.04	100.00
P26-01897	Ventura Co Office Of Education	Pupil Services	LCAP_2.17	200.00
P26-01898	Ventura Co Office Of Education	Special Education	LCAP_2.05 Professional Development for Betty White	80.00
P26-01899	VCOE - 0950	Special Education	LCAP_2.05 Professional Development for Karla Neri	60.00
P26-01900	VCOE - 0950	Special Education	LCAP_2.05 Professional Development for Karla Neri	80.00
P26-01901	VCOE - 0950	Special Education	LCAP_2.05 Professional Development for Karla Neri	20.00
P26-01908	Ventura Co Office Of Education	Special Education	LCAP_2.05 Travel & Conference for Emily C	80.00
P26-01926	United Airlines, Inc	Superintendent	LCAP_5.03 United Flight arrangements	235.64
P26-01927	United Airlines, Inc	Human Resources	LCAP_3.01 DEV H C TRAV/CONF (S Carroll)	195.64
P26-01936	CSPCA	Superintendent	LCAP_5.03 CSPCA	799.00
P26-01937	Pesi, Inc	Special Education	LCAP_2.05 Travel & Conference for Tiffany Grande	52.00
P26-01938	VCOE - 0950	Special Education	LCAP_2.05 Travel & Conference for Vicki Haun	20.00
P26-01966	HYATT REGENCY HUNTINGTON BEACH RESORT & SPA	Budget & Finance	LCAP_3.24 CONF/TRVL	695.47
P26-01969	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel & Conference Courtney DeForest	20.00
P26-01994	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Human Resources	LCAP_3.01 DEV H C - TRAV/CONF (T Higa)	1,350.00
P26-01995	Astra Backflow Inc.	Facilities	LCAP_2.34 Conference / David Gonzalez, OSD Plumber	1,600.00
P26-01996	CALIFORNIA-NEVADA SECTION AMER ICAN WATER WORKS ASSOC.	Facilities	LCAP_2.34 Conference / David Gonzalez, OSD Plumber	360.00

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-01997	Marriott San Diego	Special Education	LCAP_2.05 Conferences and Travel-ACSA Jan 2026	3,825.33
P26-02014	Placer County Office of Edu.	Curren School	LCAP_3.38 Professional Development Conf	1,347.00
P26-02049	WESTIN SAN DIEGO	Superintendent	CONF/TRAVEL	855.58
P26-02076	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 Travel & Conference Hannah Wrout	50.00
P26-02077	SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu	Special Education	LCAP_2.05 Travel & Conference for Jennifer Miadch	50.00
P26-02078	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel&Conference for Elsa Lopez	80.00
P26-02120	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Pupil Services	LCAP_2.06 CONFERENCE	750.00
P26-02136	CASBO	Budget & Finance	LCAP_3.24 CASBO Fall 2025 Education Event	115.00
P26-02140	Bureau Of Ed And Research	Special Education	LCAP_2.05 Travel & Conference Sarah Pegler	295.00
P26-02156	Ventura Co Office Of Education SELPA	Curren School	LCAP_3.38 Professional Development	1,350.00
P26-02158	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 TRVL/CONF	2,040.00
P26-02167	MARRIOTT HOTEL SERVICE, INC LO S ANGELES AIRPORT MARRIOTT	Special Education	LCAP_2.05 Travel/Conference	4,097.36
P26-02168	California School Boards Assoc	Superintendent	LCAP_5.03 CSBAEC DEC 2025 - Event Registration	500.00
P26-02169	Southwest Airlines	Superintendent	LCAP_5.03 CONF	247.95
P26-02170	Southwest Airlines	Superintendent	LCAP_5.03 CONF	247.95
P26-02171	Marriott San Diego	Pupil Services	LCAP_2.06 CONFERENCE	1,275.11
P26-02172	Southwest Airlines	Information Technology	LCAP_5.39 TRAV/CONF	569.92
P26-02173	CALIFORNIANS TOGETHER	Educational Services	LCAP_3.05 Conference (Dr. Fox)	200.00
P26-02175	HYATT REGENCY HUNTINGTON BEACH RESORT & SPA	Business Services	LCAP_3.04 CONF-CASBO CBO SYMP.KP	695.47
P26-02195	CAEA	Fremont School	LCAP_3.38 TRAVEL/ CONF	85.00
P26-02237	CASBO	Superintendent	LCAP_5.24 CASBO micro-certificate	495.00
P26-02238	CASBO	Budget & Finance	LCAP_3.24 CASBO Fall 2025 Education Event	115.00
P26-02273	EVERWAY LLC	Special Education	LCAP_2.05 SERV	10,899.00
P26-02324	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel & Conference Daniela Navarro	90.00
P26-02325	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Trvl & Conf for Angelica Mulvihill	50.00
P26-02326	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Trvl & Conf Angelica Mulvihill	20.00
P26-02329	SACRAMENTO COUNTY OFFICE OF ED UCATION	Soria School	LCAP_3.38 CONF/INST	1,700.00

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PO Number	Vendor Name	Location	Description	
P26-02330	1122 7th Street LLC dba: Hyatt Centric Sacramento	Superintendent	LCAP_5.02/5.03 CONF	5,854.41
P26-02331	THE CITIZEN HOTEL	Curren School	LCAP_3.38 Prof Dev Travel & Conf PBIS Hotel	2,197.59
P26-02332	Ventura Co Office Of Education SELPA	Lemonwood School	LCAP_3.38 Conference/Travel	540.00
P26-02356	SCHOOL SERVICES OF CALIFORNIA, INC.	Business Services	CONF-26/27 Gov Budget Workshop.OSSA rep. 1-22-26	355.00
P26-02376	Ventura Co Office Of Education SELPA	Ritchen School	LCAP_3.38 -CONF-Instructional	810.00
Total:010-5200 TRAVEL AND CONFERENCE				67,942.89
010-5220	BOARD MEMBER AREA 5- GONZALES			
P26-02330	1122 7th Street LLC dba: Hyatt Centric Sacramento	Superintendent	LCAP_5.02/5.03 CONF	1,115.13
Total:010-5220 BOARD MEMBER AREA 5- GONZALES				1,115.13
010-5223	BOARD MEMBER AREA 2- MELANEPHY			
				1,115.13
Total:010-5223 BOARD MEMBER AREA 2- MELANEPHY				1,115.13
010-5224	BOARD MEMBER AREA 3- ROBLES-SO			
				1,115.13
Total:010-5224 BOARD MEMBER AREA 3- ROBLES-SO				1,115.13
010-5225	BOARD MEMBER AREA 1- SALAS			
				1,115.13
Total:010-5225 BOARD MEMBER AREA 1- SALAS				1,115.13
010-5300	DUES AND MEMBERSHIPS			
P26-01935	NATIONAL ASSOC OF SCHOOL PSYCH OLOGISTS, INC.	Special Education	LCAP_2.05 MEMBERSHIP(D.JEFFERSON)	230.00
P26-02157	Avid Center	Teaching & Learning	LCAP_2.22 PROFESSIONAL SERVICES	65,590.00
P26-02193	VENTURA COUNTY SCHOOL BOARDS A SSOCIATION	Superintendent	LCAP_5.02 MEMB	200.00
P26-02262	Casto	Transportation	LCAP_2.30 RENEWAL FEE	30.00
Total:010-5300 DUES AND MEMBERSHIPS				66,050.00
010-5600	RENTALS, LEASES AND REPAIRS			
P26-01807	Affordable Tables And Chairs,	Business Services	Rental-Rose Ave Ribbon Cutting 9/9/25	1,106.25
P26-01819	Oxnard Performing Arts Center	Superintendent	RENTAL	920.00
P26-01974	Witherspoon Ent Inc DBA Port A Stor	Risk Management	Rental	2,400.00
P26-02087	Boys & Girls Clubs of Greater Oxnard & Port Hueneme	Soria School	LCAP_3.38 SERV/SUPP	655.00
Total:010-5600 RENTALS, LEASES AND REPAIRS				5,081.25

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
010-5631	MAINTENANCE AGREEMENTS			
P26-02160	General Binding Corp.	Marshall School	LCAP_3.38 MAINT AGRMTS	536.36
P26-02209	General Binding Corp.	Rose Avenue School	LCAP_3.38 MAINT AGRMTS 9/18	545.90
Total:010-5631 MAINTENANCE AGREEMENTS				1,082.26
010-5632	REPAIRS			
P26-01951	TRI-SIGNAL INTEGRATION, INC.	Facilities	LCAP_2.34 Fire Alarm Repairs	7,000.00
P26-01954	C & S RV INC	Facilities	LCAP_2.34 Polar King Repair	5,703.55
P26-02161	Phillip J Collins Collins Business Equipment	Special Education	LCAP_2.05 REPR-Braille machines FY25-26	2,000.00
P26-02178	Pyro Comm Systems Inc	Facilities	LCAP_2.34 Audio Visual Repair / Lemonwood	4,136.32
P26-02179	Siemens Industry, Inc	Facilities	LCAP_2.34 Alarm Repairs	3,000.00
Total:010-5632 REPAIRS				21,839.87
010-5800	PROFESSIONAL/CONSULTING SERV			
P26-01820	SCRIPPS NATIONAL SPELLING BEE INC	Curren School	LCAP_3.38 Enrichment opps to support DLI,	188.50
P26-01893	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	Pupil Services	LCAP_2.25 VENUE/RENTAL	10,982.67
P26-01904	SCRIPPS NATIONAL SPELLING BEE INC	Brekke School	LCAP_3.38 Online Scripps National Spelling Bee	188.50
P26-01912	Witherspoon Ent Inc DBA Port A Stor	Chavez School	LCAP_3.38 Rental/ Emergency Bin	1,000.00
P26-01921	Department Of Industrial Relat	Facilities	LCAP_2.34 Conveyance Fees / Chavez	450.00
P26-01942	SCRIPPS NATIONAL SPELLING BEE INC	Soria School	LCAP_3.38 SERV	188.50
P26-01944	Fence Factory	Facilities	LCAP_2.34 Professional Service / McAuliffe	7,833.00
P26-01952	Dial Security	Facilities	LCAP_2.34 Professional Service / OSC	5,113.56
P26-01953	Dial Security	Facilities	LCAP_2.34 Service / OSD	3,000.00
P26-01965	Children's Museum of Santa Barbara, MOXI	Marina West School	LCAP_3.38 SERV/ENTR FEE	400.00
P26-01967	Kone Inc	Facilities	LCAP_2.34 SERV/RRM	64,503.10
P26-01968	WALTER P. SCHWARTZ	Human Resources	LCAP_5.25 SERV	30,000.00
P26-01975	THINK TOGETHER ORENDA EDUCATION	SchPerformance & StudOutcomes	LCAP_3.17 SERV (DRIFF/CURR)	317,213.00
P26-01976	All Languages Interpreting & Translating	Superintendent	LCAP_4.14 SERV	16,800.00
P26-01980	Cjseto Support Svcs Llc	Risk Management	CJSETO Hazardous Waste- Chavez	4,448.48
P26-02001	San Francisco State University	Human Resources	LCAP_5.25	2,000.00
P26-02039	PEARSON ASSESSMENT	Special Education	LCAP_2.06 TRAVEL/CONF	7,645.00
P26-02052	Ventura Co Office Of Education	Business Services	SERV - VCOE QSIS FOR 2025-26	229,991.00
P26-02066	AMERICA'S TEACHING ZOO	Marshall School	LCAP_3.38 MATL/SUPL	390.00

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PO Number	Vendor Name	Location	Description	
P26-02067	Renaissance Learning Inc	SchPerformance & StudOutcomes	LCAP_3.27 services Renaissance	1,050.00
P26-02088	Children's Museum of Santa Barbara, MOXI	Soria School	LCAP_3.38 SERV/INST	576.00
P26-02090	UNDERWOOD FAMILY FARMS LP	Lopez Academy	LCAP_3.38 ADMISSION (INST)	489.00
P26-02091	IC GROUP, INC.	Pupil Services	LCAP_2.28 SERV	135,000.00
P26-02100	SCRIPPS NATIONAL SPELLING BEE INC	Chavez School	LCAP_3.38 SERVICES, ENTRANCE FEES, OPERATION	188.50
P26-02126	City Of Ventura	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst O. Adobe trip 10/16 4thgr	385.00
P26-02143	City Of Ventura	Sierra Linda School	LCAP_3.38 MATL/SUP-Inst O.Adobe trip 10/9 4th gr.	385.00
P26-02144	Dept Of Toxic Substances Ctr	Facilities	Doris & Patterson Envionmental Fees	820.04
P26-02145	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	Transportation	LCAP_2.30 SERVICE FEE PERMIT	1,583.00
P26-02234	LEADERSHIP ASSOCIATES	Human Resources	LCAP_5.25 SERV (CARROLL/FOX)	13,500.00
P26-02247	SANTA BARBARA MUSEUM OF NATURA L HISTORY	Driffill School	LCAP_3.38 FT STA BARBARA MUSEUM OF NATURAL HIST	225.00
P26-02248	REGENTS OF THE UNIV OF CA/UCSD SAN DIEGO SCHOOL OF MEDICINE	Special Education	LCAP_2.05 SERV	5,000.00
P26-02249	SANTA BARBARA MUSEUM OF NATURA L HISTORY	Ritchen School	LCAP_3.38 SERV-Instructional	150.00
P26-02250	SANTA BARBARA ZOO	Ritchen School	LCAP_3.38 SERV-Instructional	648.00
P26-02252	City Of Ventura	Chavez School	LCAP_3.38 ENTRANCE FEES	385.00
P26-02253	City Of Ventura	Chavez School	LCAP_3.38 ENTRANCE FEES	385.00
P26-02303	CITY OF OXNARD FIRE RECOVERY U SA, LLC	Facilities	LCAP_2.34 Prof Service / Fire Recovery Fees / ELOP	139.75
P26-02314	CITY OF OXNARD OXNARD FIRE DEPARTMENT	Facilities	LCAP_2.34 Haz Mats Permit Fees	1,410.00
P26-02315	CITY OF OXNARD FALSE ALARM REDUCTION PROGRAM	Facilities	LCAP_2.34 Service Fees / Frank	420.00
P26-02316	Dial Security	Facilities	LCAP_2.34 Installation / Ritchen	333.21
P26-02317	Dial Security	Facilities	LCAP_2.34 Installation / Rose Avenue	2,288.79
P26-02318	Dial Security	Facilities	LCAP_2.34 Installation / Marina West	540.79
P26-02322	ATI HoldCo, LLC ATI Restoration, LLC	Facilities	LCAP_2.34 Restoration Service/ Lemonwood Kitchen	6,210.16
P26-02333	Prancers Farm Inc.	Marina West School	LCAP_3.38 MATL-SERV/ENTR FEE	564.00

Total:010-5800 PROFESSIONAL/CONSULTING SERV 875,011.55

010-5818 SOFTWARE/LIC-APPLICATIONS

P26-01826	ESGI, LLC	Harrington School	LCAP_3.38 STWR APPS	1,295.00
P26-01829	Renaissance Learning Inc	Marina West School	LCAP_3.38 Online Subs/Licences-Instr	1,988.80
P26-01872	Deep Space Sparkle, Inc.	Rose Avenue School	LCAP_3.38 ONLINE SUBSCRIPTION	419.00

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PO Number	Vendor Name	Location	Description	
P26-01886	ESGI, LLC	Chavez School	LCAP_3.38 LICENSES-INSTR	1,178.00
P26-01947	ESGI, LLC	Brekke School	LCAP_3.38 SFTWR	2,590.00
P26-01983	Zoho Corporation	Information Technology	LCAP_5.39 ITS SOFTWARE	14,955.00
P26-01998	Apple Computer Inc	Frank School	LCAP_3.38 (Subscp) Apple subscp: STOP Motion	119.80
P26-02012	Merge Labs, Inc.	Frank School	LCAP_3.38 (Subscp) MERGE Lab subscription	1,649.00
P26-02040	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Education	LCAP_2.05 SERV	3,596.00
P26-02043	Starfall Education Foundation	Frank School	LCAP_2.05 (Subscp) Starfall -SDC allocation Finn	70.00
P26-02061	ESGI, LLC	Curren School	LCAP_3.38 ESGI 12 mo. license	2,590.00
P26-02063	digiCOACH, Inc.	Lemonwood School	LCAP_3.38 Software / Online License	2,495.00
P26-02235	Edpuzzle Inc	Fremont School	LCAP_3.38 ONLINE SUBSCRIPTION	3,175.00
P26-02245	PRO-ED, Inc.	Special Education	LCAP_2.05 SUBSC	15,732.00
P26-02258	Starfall Education Foundation	Ritchen School	LCAP_3.38 STWR APPS-Instructional	355.00
P26-02263	Action1 Corporation	Information Technology	LCAP_5.39 ITS Software	19,800.00
Total:010-5818 SOFTWARE/LIC-APPLICATIONS				72,007.60
010-5900	COMMUNICATIONS			
P26-02357	Verizon Wireless	District Office	LCAP_3.06 COMM	68,200.00
Total:010-5900 COMMUNICATIONS				68,200.00
010-5902	INTERNET SERVICES			
P26-02062	KAJEET INC	Information Technology	LCAP_5.39 ITS/ COMM-WiFi Hotspot Service	184,730.29
P26-02166	CHARTER COMMUNICATION HOLDINGS SPECTRUM	District Office	COMM	20,646.42
Total:010-5902 INTERNET SERVICES				205,376.71
010-6200	BUILDINGS AND IMPROVEMENTS			
P26-02345	Dial Security	Facilities	LCAP_2.34 Installations / Brekke	16,409.35
P26-02346	Dial Security	Facilities	LCAP_2.34 Installation / Brekke	26,428.94
Total:010-6200 BUILDINGS AND IMPROVEMENTS				42,838.29
010-6418	COMPUTER EQUIPMENT OVER \$5,000			
P26-02005	CDW G	Information Technology	LCAP_5.39 ITS Hardware	546.25
P26-02058	CDW G	Information Technology	LCAP_5.39 ITS Hardware/Software	149,545.59
Total:010-6418 COMPUTER EQUIPMENT OVER \$5,000				150,091.84
010-6500	EQUIPMENT REPLACEMENT			
P26-02177	Herek Edwards, Inc.	Facilities	LCAP_2.34 Gym Equipt / Frank	18,805.00

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PO Number	Vendor Name	Location	Description	
			Total:010-6500 EQUIPMENT REPLACEMENT	18,805.00
010-9320	STORES			
P26-01875	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	7,282.39
P26-01923	Southwest School & Office Sup	Warehouse	stores supplies	838.38
P26-01924	Uline	Warehouse	stores supplies	676.04
P26-01928	Veritiv Operating Company	Warehouse	stores supplies	12,403.11
P26-01991	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	3,572.54
P26-01992	Amazon Com	Warehouse	stores supplies	1,197.67
P26-01993	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	3,100.52
P26-02123	Southwest School & Office Sup	Warehouse	stores supplies	474.69
P26-02180	Grainger Inc	Warehouse	stores supplies	1,571.21
P26-02181	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	2,364.00
P26-02197	Ccp Industries	Warehouse	stores supplies	696.47
P26-02212	Veritiv Operating Company	Warehouse	stores supplies	16,934.84
P26-02267	Amazon Com	Warehouse	stores supplies	34.94
P26-02269	CONTRACT PAPER GROUP INC	Warehouse	Stores Supplies	26,521.53
P26-02306	Extreme Clean	Warehouse	stores supplies	9,478.53
P26-02307	School Health Corporation	Warehouse	stores supplies	385.70
P26-02350	SMART AND FINAL-C.I. BLVD	Warehouse	stores supplies	160.53
P26-02377	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	4,372.91
P26-02378	School Specialty Inc	Warehouse	stores supplies	1,337.22
P26-02379	Regency Lighting	Warehouse	stores supplies	3,441.38
P26-02382	Southwest School & Office Sup	Warehouse	stores supplies	1,015.24
			Total:010-9320 STORES	97,859.84
130-4300	MATERIALS AND SUPPLIES			
P26-01862	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 MATL/SUP	645.39
P26-02068	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	409.64
P26-02071	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	188.06
P26-02072	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	202.04
P26-02264	ODP BUSINESS SOLUTIONS, LLC	Child Nutrition Services	LCAP_2.32 MATL/SUP	580.50
P26-02271	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	354.47
P26-02341	Amazon Com	Child Nutrition Services	LCAP_2.32 MAT/SUP	980.85
P26-02343	Central Restaurant Products	Child Nutrition Services	LCAP_2.32 EQUIP	8,745.34
P26-02369	Amazon Com	Child Nutrition Services	LCAP_2.32 MATL/SUP	665.40
			Total:130-4300 MATERIALS AND SUPPLIES	12,771.69

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PO Number	Vendor Name	Location	Description	
130-4400 NON-CAP EQUIP (\$500-\$4,999)				
P26-02214	Crown Equipment Corporation db a. Crown Lift Trucks	Child Nutrition Services	LCAP_2.32 SUP	2,628.15
P26-02343	Central Restaurant Products	Child Nutrition Services	LCAP_2.32 EQUIP	15,225.93
Total:130-4400 NON-CAP EQUIP (\$500-\$4,999)				17,854.08
130-4700 FOOD				
P26-01863	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	8,460.00
P26-01894	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	8,100.00
P26-01895	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	17,940.00
P26-02186	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	496.80
P26-02213	SPB Associates, Inc DBA Subway # 27320	Child Nutrition Services	LCAP_2.32 SUP	80,500.00
P26-02215	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	21,360.00
P26-02216	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	19,560.00
P26-02217	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	8,136.00
P26-02270	CARNITAS EL BROTHER INC	Child Nutrition Services	LCAP_2.32 SUP	2,731.25
Total:130-4700 FOOD				167,284.05
130-5200 TRAVEL AND CONFERENCE				
P26-01940	California Foundation for Agri culture in the Classroom	Child Nutrition Services	LCAP_2.32 CONF	385.00
P26-01999	Southwest Airlines	Child Nutrition Services	LCAP_2.32 CONF/TRAVEL	321.96
P26-02000	SAC HOSPITALITY LLC HILTON SAC RAMENTO ARDEN WEST	Child Nutrition Services	LCAP_2.32 HOTEL/CONF	534.41
P26-02010	California Foundation for Agri culture in the Classroom	Child Nutrition Services	LCAP_2.32 CONF	385.00
P26-02174	SAC HOSPITALITY LLC HILTON SAC RAMENTO ARDEN WEST	Child Nutrition Services	LCAP_2.32 TRAVEL/CONF	457.73
P26-02210	CALIF SCHOOL NUTRITION ASSOC.	Child Nutrition Services	LCAP_2.32 CONF	435.00
P26-02211	CALIF SCHOOL NUTRITION ASSOC.	Child Nutrition Services	LCAP_2.32 CONF	410.00
Total:130-5200 TRAVEL AND CONFERENCE				2,929.10
130-5300 DUES AND MEMBERSHIPS				
P26-01939	CALIF SCHOOL NUTRITION ASSOC.	Child Nutrition Services	LCAP_2.32 MEMB	65.00

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PO Number	Vendor Name	Location	Description	
			Total:130-5300 DUES AND MEMBERSHIPS	65.00
130-5800	PROFESSIONAL/CONSULTING SERV			
P26-01925	COUNTY OF VENTURA	Child Nutrition Services	LCAP_2.32 SERV	253.79
P26-01979	COUNTY OF VENTURA	Child Nutrition Services	LCAP_2.32 SERV	253.79
P26-02214	Crown Equipment Corporation db a. Crown Lift Trucks	Child Nutrition Services	LCAP_2.32 SUP	1,537.50
P26-02218	JEFFREY L. HIGGINS PRO SHARP	Child Nutrition Services	services	1,234.00
P26-02268	PRANCERS VILLAGE	Child Nutrition Services	LCAP_2.32 FIELD TRIP	1,548.00
			Total:130-5800 PROFESSIONAL/CONSULTING SERV	4,827.08
130-5900	COMMUNICATIONS			
P26-02357	Verizon Wireless	District Office	LCAP_3.06 COMM	500.00
			Total:130-5900 COMMUNICATIONS	500.00
130-6400	EQUIPMENT			
P26-01948	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP/LEMONWOOD	55,476.00
P26-01949	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP/VARIOUS	56,239.23
P26-02219	Green Globe HVAC, Inc.	Child Nutrition Services	LCAP_2.32 EQUIP	18,002.05
P26-02246	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32 EQUIP/MCA	15,824.50
P26-02344	Action Sales	Child Nutrition Services	LCAP_2.32 EQUIP	39,946.20
P26-02361	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP	104,812.50
			Total:130-6400 EQUIPMENT	290,300.48
130-9320	STORES			
NP26-00006	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 MATL/SUP	336.24
NP26-00007	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	7,402.96
NP26-00008	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	10,167.30
NP26-00009	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32 SUP	107.25
NP26-00010	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32 SUP	337.35
NP26-00011	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	10,570.82
NP26-00012	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 MALT/SUP	1,860.53

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
NP26-00013	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	9,453.30
NP26-00014	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	3,686.53
NP26-00015	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	11,856.90
NP26-00016	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	726.24
NP26-00017	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	2,234.04
NP26-00018	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	6,094.44
Total:130-9320 STORES				64,833.90
140-5632	REPAIRS			
P26-02348	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint/Site Land/McAuliffe Playground	2,603.07
Total:140-5632 REPAIRS				2,603.07
140-5642	FLOOR REPAIR			
P26-01891	GENESIS FLOOR COVERING INC	Facilities	LCAP_2.34 Def Maint/ Build & Improve/McA Kinder RR	8,593.00
Total:140-5642 FLOOR REPAIR				8,593.00
140-6200	BUILDINGS AND IMPROVEMENTS			
P26-01844	STAY FOREVER INC	Facilities	LCAP_2.34 - DEF.MAINT -(MW GASLINE)	188,675.00
Total:140-6200 BUILDINGS AND IMPROVEMENTS				188,675.00
215-4300	MATERIALS AND SUPPLIES			
P26-01903	Best Buy	Rose Avenue School	MTL/SUP (ROSE AVE. - BOND/NURSE)	275.75
Total:215-4300 MATERIALS AND SUPPLIES				275.75
215-6171	ENVIRONMENTAL STUDIES			
P26-02101	STATE WATER RESOURCES CONTROL BOARD	Facilities	Bond / Fees / Rose Ave	11,223.00
P26-02241	Dept Of Toxic Substances Ctr	Facilities	Bond / Fees / Lemonwood	6,038.00
Total:215-6171 ENVIRONMENTAL STUDIES				17,261.00
215-6250	OTHER COSTS/PLANNING			
P26-02310	Calif Dept Of Educ Accounting Office	Facilities	Bond CDE Fees / Rose Avenue	560.00
Total:215-6250 OTHER COSTS/PLANNING				560.00
215-6400	EQUIPMENT			
P26-02231	CN School & Office Sol, Inc Cu Iver-Newlin	McAuliffe School	BOND/EQUIP (MCAULIFFE MEDIA CTR)	109,998.92

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Number	Vendor Name	Location	Description	
P26-02321	CDW G	Information Technology	Bond/ MTLs (Rose)	2,235.71
P26-02327	CN School & Office Sol, Inc Cui-ver-Newlin	McAuliffe School	BOND/EQUIP (MCAULIFFE PHASE 3)	108,707.03
P26-02328	CN School & Office Sol, Inc Cui-ver-Newlin	Ritchen School	BOND/EQUIP (RITCHEN PHASE 2)	142,397.76
Total:215-6400 EQUIPMENT				363,339.42
350-4300 MATERIALS AND SUPPLIES				
P26-02311	Allcable Inc	Information Technology	Bond/MTLS (Marina West)	20,821.14
P26-02312	EKC ENTERPRISES, INC.	Information Technology	Bond/ MTLs (Marina West)	27,975.47
P26-02313	CDW G	Information Technology	Bond/MTLS (Marina West)	6,296.89
P26-02320	Apple Computer Inc	Information Technology	Bond/MTLS (Marina West)	2,301.39
Total:350-4300 MATERIALS AND SUPPLIES				57,394.89
350-4400 NON-CAP EQUIP (\$500-\$4,999)				
P26-02312	EKC ENTERPRISES, INC.	Information Technology	Bond/ MTLs (Marina West)	48,105.59
Total:350-4400 NON-CAP EQUIP (\$500-\$4,999)				48,105.59
350-6230 CDE PLAN CHECK FEES				
P26-01892	Calif Dept Of Educ Accounting Office	Facilities	LCAP_2.34 Bond CDE Fees / Driffill	5,197.50
Total:350-6230 CDE PLAN CHECK FEES				5,197.50
350-6271 ENVIRONMENTAL CLEAN-UP FEES				
P26-02075	Dept Of Toxic Substances Ctr	Facilities	LCAP_2.34 Environ Fees / Driffill	970.78
Total:350-6271 ENVIRONMENTAL CLEAN-UP FEES				970.78
Total Number of POs			610	Total 3,602,983.20

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	543	2,348,641.82
		Total Fiscal Year 2026	2,348,641.82
130	CAFETERIA FUND	51	561,365.38
		Total Fiscal Year 2026	561,365.38
140	DEFERRED MAINTENANCE FUND	3	199,871.07
		Total Fiscal Year 2026	199,871.07
215	BOND FUND MEASURE I 2022	8	381,436.17
		Total Fiscal Year 2026	381,436.17

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

Fund Recap (continued)

<u>Fund</u>	<u>Description</u>	<u>PO Count</u>	<u>Amount</u>
350	COUNTY SCHOOL FACILITY FUND	6	111,668.76
		Total Fiscal Year 2026	111,668.76
		Total	3,602,983.20

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4300	MATERIALS AND SUPPLIES			
P26-00578	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P26-00590	1,430.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	355.13
P26-00888	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7,000.00
P26-01125	1,850.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P26-01172	1,832.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	96.47
P26-01192	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P26-01216	1,130.37	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	158.58-
P26-01269	424.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	24.88-
P26-01304	258.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	85.93-
P26-01364	280.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	26.34-
P26-01421	412.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	258.69-
P26-01422	576.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.29
P26-01427	510.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	59.40-
P26-01431	359.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.65-
P26-01438	7,558.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	403.78-
P26-01439	1,094.52	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	503.59-
P26-01440	1,037.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	119.20-
P26-01444	776.47	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	357.75-
P26-01447	8,222.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,366.76-
P26-01448	2,044.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.15
P26-01449	6,252.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.76
P26-01450	9,088.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	162.10-
P26-01451	3,797.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.85
P26-01459	2,556.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	897.59-
P26-01553	1,499.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	999.00
P26-01577	3,805.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.68-
P26-01643	1,638.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	67.59
P26-01712	72.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.48
P26-01737	101.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.30
			Total:010-4300 MATERIALS AND SUPPLIES	11,141.10
010-4400	NON-CAP EQUIP (\$500-\$4,999)			
P26-01172	1,832.00	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	11,506.17-
			Total:010-4400 NON-CAP EQUIP (\$500-\$4,999)	11,506.17-
010-5200	TRAVEL AND CONFERENCE			
P26-01032	53,200.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	300.00
			Total:010-5200 TRAVEL AND CONFERENCE	300.00
010-5600	RENTALS, LEASES AND REPAIRS			
P26-00648	3,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,472.75-
P26-00760	1,532.54	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	256.74

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
Total:010-5600 RENTALS, LEASES AND REPAIRS				1,216.01-
010-5800	PROFESSIONAL/CONSULTING SERV			
P26-00305	27,035.05	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	.00
P26-01719	2,969.33	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	497.33
P26-01720	3,249.80	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	713.11
P26-01721	15,422.67	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,391.56
Total:010-5800 PROFESSIONAL/CONSULTING SERV				7,602.00
010-6500	EQUIPMENT REPLACEMENT			
P25-05456	28,708.28	010-6500	GENERAL FUND/EQUIPMENT REPLACEMENT	1,200.45
Total:010-6500 EQUIPMENT REPLACEMENT				1,200.45
130-4300	MATERIALS AND SUPPLIES			
P25-05597	457.96	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	135.47-
Total:130-4300 MATERIALS AND SUPPLIES				135.47-
140-6200	BUILDINGS AND IMPROVEMENTS			
P24-05626	173,864.86	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPROVEMENTS	7,864.86
P26-01225	9,800.00	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPROVEMENTS	6,709.00
Total:140-6200 BUILDINGS AND IMPROVEMENTS				14,573.86
215-4300	MATERIALS AND SUPPLIES			
P26-01722	16,103.26	215-4300	BOND FUND MEASURE I 2022/MATERIALS AND SUPPLIES	139.82-
Total:215-4300 MATERIALS AND SUPPLIES				139.82-
215-4400	NON-CAP EQUIP (\$500-\$4,999)			
P26-01722	16,103.26	215-4400	BOND FUND MEASURE I 2022/NON-CAP EQUIP (\$500-\$4,999)	150.33-
Total:215-4400 NON-CAP EQUIP (\$500-\$4,999)				150.33-
215-6210	ARCHITECT/ENGINEERING FEES			
P20-02671	543,476.00	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING FEES	10,930.00
Total:215-6210 ARCHITECT/ENGINEERING FEES				10,930.00
251-5600	RENTALS, LEASES AND REPAIRS			
P26-01296	35,191.80	251-5600	DEVELOPER FEES/RENTALS, LEASES AND REPAIRS	1,675.80
P26-01297	35,191.80	251-5600	DEVELOPER FEES/RENTALS, LEASES AND REPAIRS	1,675.80
Total:251-5600 RENTALS, LEASES AND REPAIRS				3,351.60
350-6270	MAIN BUILDING CONTRACT			
P24-04425	4,412,703.90	350-6270	COUNTY SCHOOL FACILITY FUND/MAIN BUILDING CONTRACT	95,842.98
Total:350-6270 MAIN BUILDING CONTRACT				95,842.98

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Includes Purchase Orders dated 08/29/2025 - 09/28/2025

Total PO Changes 131,794.19

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-141 – Challenge Day (Fox/Kemp)

Challenge Day is an interactive program for Soria School’s seventh graders that promotes empathy, connection, and self-awareness. Through engaging activities and guided discussions, students will strengthen their social-emotional skills, foster inclusion, and build positive peer relationships, helping to create a supportive and compassionate school community. The program begins with an intensive one-day workshop involving both students and teachers.

Date: December 4, 2025

FISCAL IMPACT:

\$7,550.00 – Title I Funds

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-141 with Challenge Day.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-141, Challenge Day \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Juan lagunas soria 04-Dec'25

Juan Lagunas Soria

3101 Dunkirk
Oxnard, CA 93035
USA

Amanda Kemp

akemp@oxnardsd.org
6192047020

Reference: 20250819-064841546

Quote created: August 19, 2025

Quote expires: September 8, 2025

Quote created by: Laurie Rosa
"Client Relations Manager"

laurie@challengeday.org

+15107670355

Comments from Laurie Rosa

For Challenge Day at Juan Lagunas Soria on December 4, 2025

Products & Services

Item & Description	Quantity	Unit Price	Total
Challenge Day	1	\$6,000.00	\$6,000.00
Air Travel Goes towards reimbursing facilitators for their air travel. This is a fixed amount based on estimated air travel costs for assigned leaders. We will not be sending you further bills, receipts or invoices.	2	\$500.00	\$1,000.00
Hotel Stay One room per facilitator per night for each night before an event. This is a fixed price we charge based on an estimate. We will not be sending further bills, invoices, or receipts.	2	\$200.00	\$400.00
Car Rental SUV for the entire trip.	1	\$150.00	\$150.00

One-time subtotal

\$7,550.00

Total

\$7,550.00

Purchase terms

By signing this quote, you agree to the terms of the [Challenge Day Agreement](#) in its entirety.

[Click here for our W-9 form](#)

Questions? Contact me



Laurie Rosa

"Client Relations Manager"

laurie@challengeday.org

+15107670355

To Pay by Check please mail to:

Challenge Day

PO Box 205

Lagunitas, CA, 94938

Challenge Day

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section C: Enrichment Agreement

Agreement #25-142 – Mobile Ed Productions Inc. (Fox/Higa)

Mobile Ed Productions Inc. will provide 6 Sky Dome planetarium assemblies to 6th through 8th grade students at Frank Academy. This experience will allow students to explore the solar system inside a portable, inflatable planetarium, while also introducing them to Greek mythological figures and offering a view of the night sky across various seasons and cultural perspectives.

Date of Service: January 27, 2026

FISCAL IMPACT:

Not to Exceed: \$2,500.00 - Title 1 Funds

RECOMMENDATION:

It is the recommendation of the Principal at Frank, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-142 with Mobile Ed Productions Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-142, Mobile Ed Productions, Inc. \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Debug



"Education Through Entertainment"

26018 West Seven Mile Road
Redford, Michigan 48240
Toll Free (800) 433-7459
Office (313) 533-4455
Fax (313) 533-8445
www.mobileedproductions.com
Fed. ID #38-2463141

PROPOSAL FOR SERVICES

Contract # 144051 District: Oxnard Unified School District
Program: SKY DOME PLANETARIUM
Date: TUESDAY, JANUARY 27, 2026
Start Time: 8:15 AM End Time: 2:30 PM Sessions: 6

Final payment due by date of show.
Please do not pay the performer directly.

Table with 2 columns: Billing Address and Program to be held at. Billing Address: Erika Alstot, Oxnard School District, 701 N. Juanita Avenue, Oxnard, CA 93023. Program to be held at: R J Frank Academy of Marine Science and Engineering, 701 N. Juanita Avenue, Oxnard, CA 93023. Attention: Erika Alstot.

Program Cost: \$2,295.00
Add'l Fee: \$100.00
Grand Total: \$2,395.00
Deposit: \$1,197.50



Table with 2 columns: Date Received and Notes. Balance: \$2,395.00

School Contact Information: Please notify us of any corrections. School Phone*: (805) 385-1536 *Required Field
Client*: Erika Alstot Title*: Assembly Client Phone*: (805) 385-1501 Email*: ealstot@oxnardsd.org
Alternate*: Marisela Magallanes Title*: Assembly Alt. Phone*: (805) 746-8038 Email*: mmagallanes@oxnardsd.org

Performance Requirements: Initial here to agree to all of the performance requirements below

- ___ Performer will arrive approximately 60 minutes prior to the performance time. Set up approximately 45 minutes.
___ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
___ Recording of the performance is prohibited without prior written permission.
___ Please, no cell phone, food, drink or other distractions present during the program.
___ Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
___ Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
___ Performance area must have at least a 15 foot high ceiling and a 36 foot diameter to accommodate the Sky Dome.
___ Maximum of 5 programs per day. Additional programs will have an additional charge.
___ Maximum of 70-90 students per session.
___ Group by grade levels recommended.
___ Lunch and breaks required when 3 or more sessions are scheduled.
___ One electrical outlet.

Special Performer Instructions:

8:15 and go until 2:34 with a lunch break at 11:16-11:46. There would be 6 class periods

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
• Do NOT pay the performer directly
• A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
• Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
• If all of the performance requirements are not met on the day of the show, the performer has the right to cancel the show.
• Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

Cindy Kruczynski

Sign and Return X

Cindy Kruczynski

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Authorized Representative

Customer Code MEP41522
Placeholder/pr540/Sky

Contract Number: 144051

Date Issued 8/14/2025

mobile ed

productions, inc.

Invoice

"Education Through Entertainment"

26018 West Seven Mile Road
 Redford, Michigan 48240
 (800) 433-7459 - Toll Free
 (313) 533-4455 - Office
 (313) 533-8445 - Fax

Invoice Date: 8/15/2025

Contract #: 144051

Purchase Order #:

Payment Terms

A DEPOSIT OF \$1,197.50 IS DUE ON August 26, 2025
 - Balances not paid within 30 days of the performance date are subject to a late fee.
 - A payment or signed contract must be returned by the due date above or your contract is considered forfeit.
 - Do not pay the performer directly.
 - See contract for more information.

Billing Information:

Client Name Erika Alstot

Bill To Oxnard School District

Address 701 N. Juanita Avenue

City, State Zip Oxnard CA 93023

Venue Phone (805) 385-1536

Contract Number	Program Title	Performance Date	Performance Venue	# of Sessions	Show Price	Add. Fees
144051	Sky Dome Planetarium	1/27/2026	R J Frank Academy of Marine Science and Engineering	6	\$2,295.00	\$100.00

Payment History

Amount Date Note

Late Fee:

Total: \$2,395.00

Payments Rec'd: \$0.00

Balance Due: \$2,395.00

INVOICE SENT

Special Notes and Instructions

Make all checks payable to:

Mobile Ed Productions, Inc.



Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

Detach and return this slip with your payment.

mobile ed
productions, inc.

26018 West Seven Mile Road
 Redford, Michigan 48240
 Toll Free (800) 433-7459

Invoice Number: 144051

Balance Due: \$2,395.00

If you have any questions concerning this invoice, contact
 Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-143 – Mindset Academy by SWEAT III (Fox/De Los Santos/Ordaz)

Mindset Academy by SWEAT III will offer group workshops focused on Social-Emotional Learning (SEL), Positive Behavioral Interventions and Supports (PBIS), Student Voice, and Character Development. Students will receive tools and strategies through engaging assemblies and interactive workshops. The sessions will emphasize mindset growth, student engagement, and emotional intelligence.

At Fremont Academy, the program will take place over seven days, including one kick-off assembly, five workshop days, and one testing assembly for students in grades 6–8, scheduled between October 16, 2025 and June 30, 2026.

At Curren School, the program will run over three days, featuring one kick-off assembly and two workshop sessions for grades K–5, scheduled between December 1, 2025 and June 30, 2026.

FISCAL IMPACT:

Total amount of: \$29,250.00

\$19,400.00 – Comprehensive Support and Improvement Funds (Fremont Academy)

\$9,850.00 - Title I Funds (Curren School)

RECOMMENDATION:

It is the recommendation of the Principal, Fremont Academy, the Principal, Curren School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-143 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-143, Mindset Academy by SWEAT III \(4 Pages\)](#)

[Proposal - Curren School \(2 Pages\)](#)

[Proposal - Fremont Academy \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and
Bernice Curren K-8 School

This agreement specifies the expectations of the partnership between Bernice Curren k-8 School and MINDSET ACADEMY by SWEAT III at 826 Lighthouse Dr. West Sacramento, CA 95605. The partnership takes effect upon approval through June 2026

Student Assembly/ Mindset Academy Workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- STUDENT VOICE
- CHARACTER DEVELOPMENT

Student Workshops

- Travel Kickoff assembly + Focus Groups or Classroom visit
- 2 dates of visits with students/ Classrooms or Focus groups
- Materials
- Equipment
- Travel
- 3 days of service

Mindset Academy by SWEAT III will provide training and student development through an assembly and workshops

Responsibilities of Contractor:

Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for students
- 3 days or service total
- Materials and Travel

Responsibilities of Bernice Curren K-8 School

- Secure the amount of \$9,850.00
 - Will be invoiced in the amount of \$9,850.00
- Services will be provided upon approval through June 2026

Signatures:



Mindset Academy Program Representative

Date: 9/17/25

(Site/School) Representative

Date: _____

(Site/School) Representative

Date: _____

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and Fremont Academy

This agreement specifies the expectations of the partnership between Fremont Academy and MINDSET ACADEMY by SWEAT III 826 Lighthouse Dr West Sacramento, CA 95605. The partnership takes effect upon approval through June 2026

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- FAMILY VOICE
- RELATIONSHIP DEVELOPMENT

Student Services

- 7 days of service
- 1 kickoff assembly
- 5 days of SEL/ PBIS workshops
- 1 closing/ teste preparation assembly
- 50-minute workshops through the school day
- Facilitate Focus Groups
- Provide Materials
- Travel Included
- Reward and incentives included

Responsibilities of Contractor:

Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for students
- Materials and Travel
- workshop series
- SEL, Mind Setting, Character Development

Responsibilities of Fremont Academy

- Secure the amount of \$19,400
 - Will be invoiced in 2 amounts of \$9,700.00
- Services will be provided upon approval through June 2026

Signature



Mindset Academy Program Representative

Date: 8/7/25

(Site/School) Representative

Date: _____

(Site/School) Representative

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 15, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-144, Read Naturally, Inc. (DeGenna/Jefferson)

Read Naturally, Inc. will provide professional development training on its web-based reading intervention program that strengthens fluency, comprehension, and vocabulary. It provides targeted support for students who need additional help in reading through a combination of teacher modeling, repeated reading, and progress monitoring.

This professional development will ensure that educators are thoroughly trained in the program's components, instructional routines, and data-driven monitoring tools. High-quality training will maximize the effectiveness of the program, enabling teachers to close reading gaps and provide equitable support for all learners. This will be provided to Special Education Teachers within the Oxnard School District.

Term of Agreement: October 16, 2025 through June 30, 2026

FISCAL IMPACT:

\$3,900.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-144 with Read Naturally, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-144, Read Naturally, Inc. \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Read Live Hands-on District Seminar Proposal – Oxnard School District

Read Naturally's highly effective Read Live program develops fluency and phonics skills, supports vocabulary, and promotes comprehension using the powerful, research-based Read Naturally strategy. Our Read Live Hands-on Seminar will help you set up a new Read Live program—or maximize the effectiveness of your existing program—to help students improve their reading skills and test scores.

In the in-person Read Live Hands-on Public Seminar, you will learn...

- How to combine the research-based strategies of teacher modeling, repeated reading, and progress monitoring to significantly improve fluency, support vocabulary, and promote comprehension in developing readers
- How to enroll students in Read Live, activate licenses for students, and assign programs to students
- How to determine the appropriate series, level, and goal for students to begin working in Read Naturally Live
- The steps that students perform as they work through a story in Read Naturally Live
- The steps that students perform as they work through an exercise in Word Warm-ups Live
- The steps that students perform as they work through a story in One Minute Reader Live
- Remedial tasks to assign when students do not pass a story or exercise
- How to customize program options to maximize progress for each student in Read Live programs
- How to monitor student progress using reports and make instructional adjustments when necessary

Training includes a one-day session (6 total hours of training) with a Read Naturally expert for up to 30 educators. Fee includes all materials, presenter expenses, and travel.



1284 Corporate Center Dr, Ste 600
 Saint Paul, MN 55121-1279
phone: 800.788.4085 651.452.4085
website: www.readnaturally.com

Quote No: Q233731
Quote Date: 6/10/2025
Quote Expires: 7/10/2025

QUOTATION

Bill to: PO #
 OXNARD SCHOOL DISTRICT
 Erin Smith
 1051 SOUTH A ST
 OXNARD, CA 93030-7442

Ship to: PO #
 OXNARD SCHOOL DISTRICT
 Erin Smith
 1051 SOUTH A ST
 OXNARD, CA 93030-7442

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	PSCD25FULL	Full-Day Read Naturally Site Training - **date TBD**	2,900.00	2,900.00
1	PTRAVEL	Travel Expenses - *TBD - estimate not to exceed \$1000.00**	1,000.00	1,000.00

SUBTOTAL:	\$3,900.00
SHIPPING:	\$0.00
SALES TAX:	\$0.00
ORDER TOTAL:	\$3,900.00

ORDER NOTES

****IMPORTANT INVOICE INFORMATION****

Upon order placement, invoice will be sent by Email (accountspayable@oxnardsd.org). Please let us know if you have a different delivery preference.

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment
and follow on-screen prompts

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-145– Diversified Thermal Services (Pifko/Bennett)

Diversified Thermal Services will provide professional air conditioning services across all district sites, as needed, including emergency and repair services, for HVAC systems and controls at all Oxnard School District locations.

Term of Agreement: October 16, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-145 with Diversified Thermal Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-145, Diversified Thermal Services \(4 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

SERVICE RATES AND CHARGES

Effective November 1, 2024

The following rates and charges are published for emergency and repair service on building HVAC equipment and controls. These rates are subject to change at any time and only the current prevailing rate is applicable for customer billing.

Diversified Thermal Services – 2024 Labor Rates

Automation *	Non-Contract Customer (4 hour minimum) (Remote Service 1 hour minimum)			Contract Customers** (2 hour minimum) (Remote Service 1/2 hour minimum)		
	Regular	Overtime	Double Time	Regular	Overtime	Double Time
Service Installer	\$175.00	\$262.50	\$350.00	\$165.00	\$247.50	\$330.00
Technician/ Programmer /Card Access	\$200.00	\$300.00	\$400.00	\$185.00	\$277.50	\$370.00

Mechanical	Regular	Overtime	Double Time	
Small/Medium Equipment	\$165.00	\$247.50	\$330.00	
Chillers & Large Equipment/Components	\$195.00	\$292.50	\$390.00	

MATERIAL
Please consult your account representative.

TRUCK & TRAVEL EXPENSE	
Truck Charge (Cost per vehicle per day)	\$85.00
Fuel Surcharge (Cost per vehicle per day)	\$25.00

TERMS AND CONDITIONS	
1	Sales Tax will be listed separately as an additional charge.
2	Minimum billing of (2) Hours per Mechanical Service Call
3	Customer will notify Diversified Thermal Services of hazardous site conditions.
4	Access shall be made available to all areas required for service.
5	Same day service requested after 11am may be subject to Overtime Rates.
6	A 2.89% surcharge will be added to invoices paid by credit card.
	**A contract customer is a customer who has a regular PM agreement in place with at least 4 services per year.

Request for Service	
Monday-Sunday – 24 Hours	714.632.7401

Est. 1990 | Ca. License No. 609967

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-147– Green Globe HVAC, Inc. (Pifko/Bennett)

Green Globe HVAC, Inc. will provide professional HVAC services across all district sites, as needed, including repairs, equipment, and installation for all Oxnard School District locations.

Term of Agreement: October 16, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-147 with Green Globe HVAC, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-147, Green Globe HVAC, Inc. \(4 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

**GREEN GLOBE HVAC, INC.
General Services Agreement**

COST SCHEDULE

Equipment Fee Schedule:

Equipment Rental Fee (expenses per shift; if applicable)	
Truck Fee (per shift)	
Tools and Equipment Fee (per shift)	
Consumables (per shift)	

Rates Fee Schedule:

Standard Rate - Weekday Hourly Labor Rate (standard workday hours)	\$150.00
Overtime Rate - Weekend/Holiday Rate	\$225.00
Double time Rate - Emergency Call out	overtime rate \$300 with a three-hour minimum
Materials Mark-up % (Cannot exceed 15%)	15%
Labor Mark-up % (Cannot exceed 10%)	

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-148– American Building Comfort Services, Inc. (Pifko/Bennett)

American Building Comfort Services, Inc. will provide professional HVAC services as needed, including system repairs and preventive maintenance, for all Oxnard School District locations.

Term of Agreement: October 16, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$150,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-148 with American Building Comfort Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-148, American Building Comfort Services, Inc. \(4 Pages\)](#)
[Proposal \(1 page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
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- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



1300 Graves Ave. Oxnard, CA. 93030
Phone: (805) 658-6204
Fax: (805) 658-6519
Lic#888126

PROPOSAL

September 30, 2025

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

Attn: Angela Duarte
Re: 2025-2026 School Year
Loc: Oxnard School District Sites

Dear Ms. Duarte,

As per your request, **American Building Comfort Services Inc** is pleased to present the following for your consideration.

We propose to provide all parts and materials needed to perform all repairs and installations requested by the Oxnard School District for the 2025-2026 school year. The school year will run from July 1st, 2025, till June 30th, 2026, we will not exceed the agreed amount of **\$150,000.00 (One Hundred Fifty Thousand Dollars)** within the stated time frame. Please see our hourly labor rates listed below:

- **Monday through Friday 8:00 AM – 4:00 PM..... \$125.00 per hour.**
- **After hours and weekends.....\$187.50 per hour.**
- **Holidays (Christmas, New Year’s & Thanksgiving Days).....\$250.00 per hour.**
- **Truck Charge per service call.....\$25.00 per call.**

Employing skilled HVAC Service Technicians and using the best trade practices for our services, our goal is complete customer satisfaction. We thank you for your consideration of this proposal. Should you agree to the above-mentioned scope of work and terms, please sign a copy and return it by either fax or email. Should you have any questions please feel free to contact me at your earliest convenience.

Sincerely,

Angel Gaona
Service Advisor

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-149– Montgomery Hardware Co. (Pifko/Bennett)

Montgomery Hardware Co. will provide professional locksmith services, including all necessary materials and supplies, on an as-needed basis to support and maintain the security needs of all Oxnard School District site locations.

Term of Agreement: October 16, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-149 with Montgomery Hardware Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-149, Montgomery Hardware Co. \(4 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Montgomery Hardware Co.
Established 1917
Doors and Frames, Door Hardware, Security Products and Installation

8777 Lanyard Court
 Rancho Cucamonga, CA 91730
 Tel: (909) 204-4000 Fax: (909) 204-4001

Rate Sheet

Customer:
 Oxnard School District
 Accounts Payable, 1051 S A St
 Oxnard, CA 93030

Ship To:
 Oxnard School District
 Facilities Department
 1055 S C St
 Oxnard, CA 93030

Tel: 805-487-3918 Fax: 805-240-7582

Account Code : 20515
 Terms : Net30
 Customer Job # :
 Salesperson : Todd Carroll
 Order Name : 2025/2026 LABOR RATE SHEET - DOOR AND HARDWARE REPLACEMENTS

Purchase Order # :
 Shipped Via : Common Carrier

Angela M. Duarte
 Administrative Assistant
 (805) 385-1514, ext. 2501

Description	Price
JLM INSTALLATIONS, INC. - JLM INSTALLATIONS, INC. STRAIGHT TIME RATE -PREVAILING WAGES -8 HOUR MINIMUM	161.00
JLM INSTALLATIONS, INC. - JLM INSTALLATIONS, INC. TIME AND ONE-HALF RATE -PREVAILING WAGES -8 HOUR MINIMUM	212.00
JLM INSTALLATIONS, INC. - JLM INSTALLATIONS, INC. DOUBLE TIME RATE -PREVAILING WAGES -8 HOUR MINIMUM	263.00

WARRANTY: Montgomery Hardware Co. warrants all goods to be furnished under an order to be free from defects due to faulty workmanship or material for the period of twelve months from the date of delivery to Buyer. Any applicable manufacturer warranties also apply.

INDEMNITY: Buyer agrees to save and hold Montgomery Hardware Co. harmless from any claims, demands, liabilities, costs, expenses or judgements caused by the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Montgomery Hardware Co. This indemnification shall

include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Montgomery Hardware Co. in connection with the defense of any such claims.

Montgomery Hardware Co. will save and hold Buyer harmless from any claims, demands, liabilities, cost, expenses or judgements caused by the services, products or other performance provided by Montgomery Hardware Co. or its subcontractor. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Buyer in connection with the defense of any such claims.

SHIPPING DISCREPANCIES AND RETURNS: Please report all shipping discrepancies and damaged items within 48 hours. A Return Authorization (RA) is required for all returns and must be requested within 60 days of Invoice Date. Made to Order items are not returnable and Special Order items are subject to manufacturer's approval and restock fees. All returns must be in resalable condition and are subject to inspection.

Customer accepts above pricing, payment terms and conditions as noted:

Signed: _____ Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #25-90 – Meathead Movers (Pifko)

On June 6, 2025, the Board of Trustees approved Agreement #25-90 with Meathead Movers in the amount of \$32,000.00 to provide professional moving services in support of the phased construction projects at Rose Avenue, McAuliffe, and Ritchen Elementary Schools.

An Amendment in the amount of \$9,285.20 is needed to cover additional moving services that were provided, bringing the revised total contract amount to \$41,285.20.

FISCAL IMPACT:

\$9,285.20 – Unrestricted Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #25-90 with Meathead Movers.

ADDITIONAL MATERIALS:

Attached: [Amendment # 1 \(1 Page\)](#)

[Agreement #25-90, Meathead Movers \(10 Pages\)](#)



**AMENDMENT #1 TO AGREEMENT #25-90
With
Meathead Movers**

On June 6, 2025, the Board of Trustees approved Agreement No. 25-90 with Meathead Movers in the amount of \$32,000.00 to provide professional moving services in support of the phased construction projects at Rose Avenue, McAuliffe, and Ritche Elementary Schools.

An Amendment in the amount of \$9,285.20 is needed to cover additional moving services that were provided, bringing the revised total contract amount to \$41,285.20.

Meathead Movers

By: _____
Meathead Movers

Date: _____

Oxnard School District

By: _____
Melissa Reyes, Director, Purchasing

Date: _____



Oxnard School District

Short-Term Services Agreement

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

R26-00160
Requisition Number

P26-00060
Purchase Order Number

25-90
Contract Number

This Services Agreement (the "Agreement") is made and entered into June 11, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Meathead Movers, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Meathead Movers
Provider
1401 Maulhardt Ave.
Street Address
Oxnard, CA 93030
City, State, Zip code

805-394-5055
Telephone Number
aaronstanton@meatheadmovers.com
E-mail Address
Tax Identification or Social Security Number

Services

Provide professional moving services for the construction projects at Ritchen, McAuliffe, and Rose Avenue School Modernizations per attached Proposal.

Table with 3 columns: Date(s) of Service, Hour(s) of Service, Location. Row 1: June 19, 2025 - August 18, 2025, TBD, McAuliffe/Ritchen/Rose Ave. Schools

Fees

Table with 2 columns: Description, Amount. Rows: Compensation for Services (\$ 32,000.00), Other Ancillary Cost, as applicable (\$), Total not to Exceed (\$ 32,000.00)

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

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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

Aaron Stanton
Provider Authorized Signer

[Signature]
Signature

6/10/25
Date

Oxnard School District
Melissa Reyes
Director, Purchasing

[Signature]
Signature

6/12/25
Date



May 19, 2025

Proposal for OSD Summer moves at Rose Ave, McAuliffe, and Ritche Schools

Proposal for Professional Moving Services

Project description:

Meathead Movers will assist with the moving of classrooms for the Oxnard School District at Rose Ave. Elementary, McAuliffe Elementary, and Ritche Elementary. For Rose Ave, we will be moving the classrooms to the new school site. For McAuliffe and Ritche, some classrooms will be moved to their new permanent rooms, some moved into storage. More details for each school below.

Rose Ave- \$12,000

Rose Ave. will be moving to the new school site next door. Quote is based off moving 28 classrooms worth of boxes, not taking the furniture from the classrooms. We will also be moving the boxes from the library, furniture and possibly a couple refrigerators from the cafeteria, and for the office we will plan on moving both desks and boxes.

McAuliffe - \$10,000

McAuliffe will have 25 classroom moves through at least 2 different stages. Some classrooms are going into storage; some are going into their new classrooms; some are going into their temporary classrooms. At the time this quote was created, it is unknown if we are moving only boxes for these classrooms, or boxes and desks/chairs as well. Quote made under the assumption that we will move approximately 25 desk/chair set ups for half the classrooms. If it is determined that we will move either significantly more or significantly furniture, the price is subject to change

Ritche - \$10,000

Ritche will have 24 classrooms moving through at least 2 different stages. Similar to McAuliffe, some classrooms will be going into storage, some will go into their temporary classrooms, some will go into their permanent classrooms. All moving will be done onsite and, like McAuliffe, this quote is done under the assumption we will be moving approximately 25 desk/chair set ups for half the classrooms. Any major deviations from that render the quote subject to change.



Defined Scope of Work (Moving Services):

- Meathead Movers will arrive at 9:00am
- The crew will conduct a walkthrough with the onsite representative before beginning beginning.
 - o The crew will disassemble any items that need to be, provided they do not require any specialty tools or training.
 - o Meathead Movers cannot disconnect fixtures (defined as any pieces secured to the building itself)
 - o Please note the crew cannot move select items:
 - Combustible Materials
 - Anything living
 - Weapons and ammunition
- The crew will meet representative at destination and begin unloading.
 - o Items will be reassembled and arranged as instructed.
 - o Boxes will be distributed as instructed.

- Payment is due 15 days after the completion of the service

For purposes of providing a fixed price, the price will not change unless there are significant changes to the scope of work and new price will be agreed upon before anything changes.

The portion of the move spent driving between the pickup and drop-off locations will be doubled. (ie if it

All Meatheads (Movers) and Mentors (Team Leaders) are trained to work quickly and efficiently. We require them to jog when not carrying items in their hands. As well, they are graded by you at the end of each move day. This Report Card has direct impact upon their raises and bonuses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Shippers and landlords where moves are to occur per certificates on file with the issuing company. Such insurance as is afforded by this policy for the benefit of the Additional Insured Person(s) or Organization(s) shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of your operations; however, this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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:

Shippers and landlords where moves are to occur per certificates on file with the issuing company. Such insurance as is afforded by this policy for the benefit of the Additional Insured Person(s) or Organization(s) shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of your operations; however, this

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.

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective: 4/1/2025	Countersigned By: 
Named Insured: Meathead Movers Inc.	

SCHEDULE

Endorsement Premium \$150

A. **Section II – Who Is An Insured** is amended to include as an "insured" *any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.*

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that "insured". *A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are complete.*

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-146– Insight Environmental, Inc. (Pifko/Bennett)

Insight Environmental, Inc. will continue to provide environmental testing services across all district sites, as needed, to ensure safety and compliance with all regulatory standards. These services include asbestos testing, which involves inspections prior to renovation or demolition projects, as well as post-abatement air clearance evaluations. Mold testing is also conducted to investigate suspected mold growth, with clearance testing performed after remediation to confirm that conditions are safe. In addition, lead-based paint testing is carried out in buildings constructed before 1978, followed by clearance testing after any disturbance or abatement work. All testing is performed in accordance with applicable local, state, and federal regulations, ensuring thorough and reliable results.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$10,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #25-146 with Insight Environmental, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-146, Insight Environmental, Inc. \(4 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Service Type	Base Price	Sample Costs
Pre Demo Asbestos and Lead- <i>Pricing includes up to 12 samples. Additional samples can increase the cost of base price.</i>	\$495	XRF- \$85 PLM 3hr TAT - \$35 PLM 24hr TAT -\$30 PLM 96hr TAT - \$25
Pre Demo Asbestos Only- <i>Pricing includes up to 12 samples. Additional samples can increase the cost of base price.</i>	\$350	PLM 3hr TAT - \$35 PLM 24hr TAT -\$30 PLM 96hr TAT - \$25
400 Point Count		Per Sample: 3hr TAT - \$100 24hr TAT -\$80 96hr TAT - \$60
1,000 Point Count		Per Sample: 3hr TAT - \$300 6hr TAT -\$200 24hr TAT - \$160 96hr TAT - \$100
Procedure 5- Average of 10 samples collected	\$850	PLM Tape - \$40
Pre Demo Asbestos and Lead of Mold Impacted Areas- Prices in addition to mold assessment cost. During initial mold assessment visit only.	\$225	XRF- \$25 PLM 3hr TAT - \$35 PLM 24hr TAT -\$30 PLM 96hr TAT - \$25
Pre Demo Asbestos of Mold Impacted Areas- Prices in addition to mold assessment cost. During initial mold assessment visit only.	\$175	PLM 3hr TAT - \$35 PLM 24hr TAT -\$30 PLM 96hr TAT - \$25
Mold Assessment- A minimum of two air samples- 1 outdoor air sample required. Keep all doors and windows closed for 24 hrs prior to testing.	\$295	Air Sample - \$150
Asbestos Clearance (1-3 Containments)- <i>Additional containment fee for 4 or more</i>	\$425	PCM 3hr TAT - \$35 PCM 24hr TAT - \$30 PCM 96hr TAT - \$25 \$100/Each Additional Containments

Service Type - Self Pay Continued	Base Price	Sample Costs
TEM		PCM 6hr TAT - \$175 PCM 24hr TAT - \$150 PCM 48hr TAT - \$125 PCM 1 Week - \$85
TEM - AHERA		PCM 3hr TAT - \$600 PCM 6hr TAT - \$190 PCM 24hr TAT - \$145 PCM 48hr TAT - \$110 PCM 1 Week - \$100
Mold Clearance (1-3 Containments)- <i>Additional containment fee for 4 or more</i>	\$425	Air Sample: 3hr TAT - \$90 6hr TAT - \$65 24hr TAT - \$50 \$100/Each Additional Containments
Lead Clearance	\$425	Lead Wipe and/or Lead Air Samples: 3hr TAT - \$45 24hr TAT - \$30 96hr TAT - \$20
Bacteria Clearance	\$425	ATP - \$30

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-150 with Enviroplex, Inc. for the Drifill Elementary School New Transitional Kindergarten Project (Pifko/Bennett/CFW)

Enviroplex, Inc. will supply and install an additional drinking fountain on the exterior of Building 800 at the new Drifill Elementary School New Transitional Kindergarten Project, to be completed following the completion of the contract.

Terms of Agreement: September 9, 2025 through June 30, 2026

FISCAL IMPACT:

\$5,865.00 – Measure I Bond Funds 215

RECOMMENDATION:

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 ratify Agreement #25-150 with Enviroplex, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-150, Enviroplex, Inc. \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

OVERMIER COMPANY

P.O. Box 732
San Andreas, 95249

Estimate

CA. Lic. 738491 C-36 Plumbing

DATE	ESTIMATE #
3/10/2025	901

NAME / ADDRESS
Enviroplex, Inc. 4777 E. Carpenter Rd. Stockton, CA 95215

DESCRIPTION	QTY	COST	TOTAL
ATTN: LISA ALVARADO RE: Driffill Drinking Fountain ADD			
Labor: 20 hrs Travel Time (2 Trips) 8 hrs Install Time (2 Trips)	30	170.00	5,100.00
Material: 1- Haws 1109 Drinking Fountain 1- BP3 Back plate 1-6700 mounting plate	1,175	0.00	0.00
Note: 1) Overmier Co will remove Interior wall finish (Finish wall put back by others) 2) Overmier Co will remove stucco wall finish (Repair stucco by others) 3) After Stucco Repair Overmier will install Drinking Fountain. 4) Drinking Fountain rim elevation 24" off walkway			

Thank you for your business.	TOTAL	\$5,100.00
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OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-151 with Viola, Inc. for the Drifill Elementary School New Transitional Kindergarten Project (Pifko/Bennett/CFW)

Viola, Inc. will furnish and install the ADA required guardrails on each side of the new drinking fountain outside of Building 800 at the Drifill Elementary School New Transitional Kindergarten Project.

Terms of Agreement: September 5, 2025 through June 30, 2026

FISCAL IMPACT:

\$4,806.47 – Measure I Bond Funds 215

RECOMMENDATION:

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 ratify Agreement #25-151 with Viola Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-151, Viola Inc. \(4 Pages\)](#)
[Proposal \(7 Pages\)](#)



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



Work Request Proposal #010

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

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

Work Request Proposal #010: CE #022 - Added drinking fountain rail per CCD 11-B

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 - Driffill New PK, TK and Kindergarten Classroom
REQUEST RECEIVED FROM:	Patrick Waid (Viola Inc.)	CREATED BY:	Patrick Waid (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/5/2025
REFERENCE:	CE 022	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes	CHANGE ORDER REQUEST:	None
LOCATION:	Driffill Elementary School	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	07/24/2025
		TOTAL AMOUNT:	\$4,806.47

ORDER TITLE: CE #022 - Added drinking fountain rail per CCD 11-B

REASON: Client Request

DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #022 - Added drinking fountain rail per CCD 11-B
 Additional Drinking fountain rails installed in existing sidewalk per CCD 11-B

ATTACHMENTS:

[M&T pricing Driffill Drining Ftn rails.xls](#) , [_CCD11-B.pdf](#) , [_VIOLA DRIFFIL 3-21-25.doc](#) , [_Wright - Invoice 7642.pdf](#)

#	Budget Code	Description	Amount
1	06-10-53.S Miscellaneous Rough Carpentry.Commitment	Coring for new rails by Wright	\$1,680.00
2	06-10-53.S Miscellaneous Rough Carpentry.Commitment	M&T foreman supervision	\$1,126.47
3	05-52-00.S Metal Railings.Commitment	--Added Drinking fountain railing	\$2,000.00
Grand Total:			\$4,806.47

Jun Tanaka (Flewelling & Moody)

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

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

DocuSigned by:

 9/5/2025
 AB0FAE16E6E4413...

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

Work Order Proposal

M&T Concrete Inc.

P.O. Box 5624
 Oxnard, CA 93031
 Phone: 805.487.3871
 Fax: 805.487.3870

Work order # _____

Project: Driffill ES Modular Dringing Ftn rails CCD-11B installation
Location: Driffill ES
Field Directive #

Date: 9/05/25

Description of change:

Install additional drinking fountain rail per CCD 11-B
 M&T supervision and coordination provided by site Viola Foreman Chano Arias.

Persons	Trade Classification	Hours	Pay Rate	Total Cost
	Project Foreman	0	\$106.88	\$0.00
	7/26/2025 OT	6	\$82.86	\$497.16
	8-19-25 staright time	2	\$55.24	\$110.48
		0		\$0.00
		0		\$0.00
				\$0.00

Own or Rental Equipment Used	Hours	Hour Rate	Total Cost
tool truck	10	\$37.19	\$371.90
generator	0	\$0.00	\$0.00
			\$0.00
			\$0.00

Material Used	Quantity	Unit Rate	Total Cost
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Subtotal **\$979.54**

Overhead and Profit 15% **\$146.93**

Total Cost **\$1,126.47**

Contractor Representative	Date		Owner Representative	Date
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FLEWELLING & MOODY
architecture • planning • interiors

CONSTRUCTION CHANGE DIRECTIVE

Los Angeles Office
99 South Lake Avenue, Suite 300
Pasadena, California 91101
323.543.8300

Lancaster Office
1035 West Lancaster Boulevard.
Lancaster, CA 93534
661.949.0771
661.949.2843 FAX

CCD No. 11-B

Project: Drifill Elementary School
(5) New Modular Classroom Buildings

Location: 910 South "E" Street, Oxnard, CA 93030

Date: March 7, 2025

As requested by the District, the following changes have been included as part of this CCD:

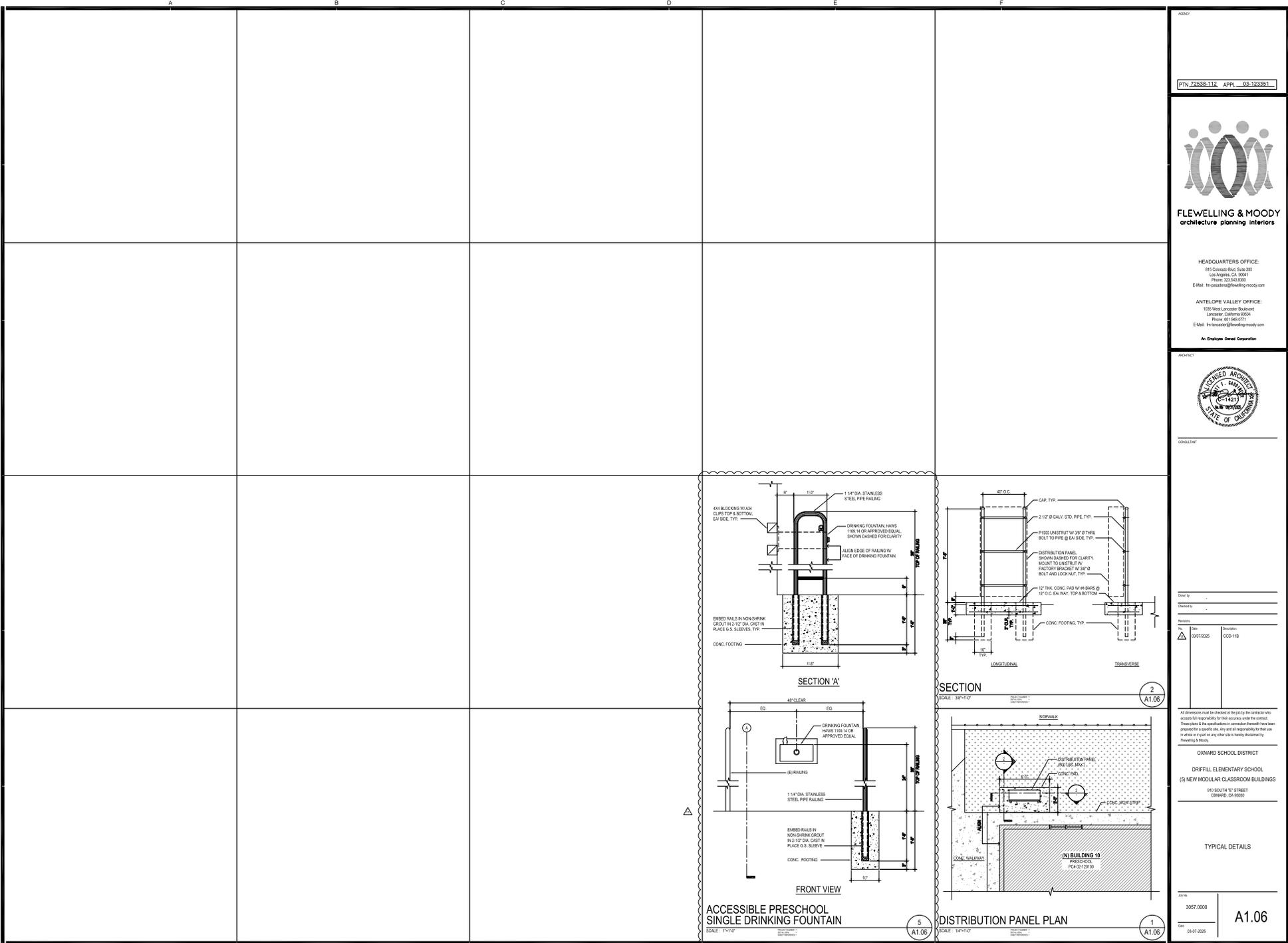
1. Provide a single drinking fountain for Preschool use at Building 8. Drinking fountain shall be HAWS model 1109.14 or approved equal. A stainless steel railing shall also be provided. See revised sheet A1.03 for location and newly added detail 5/A1.06.

Refer to attached Sheet: A1.03, A1.06

ACTION TO BE TAKEN:

- | | | |
|----|-------------------------------------|---|
| 1. | <input checked="" type="checkbox"/> | A price change request is made for the listed items. Do not proceed with the work until written approval is received. |
| 2. | <input type="checkbox"/> | A price change is confirmed for the described items. It is requested that the contractor proceed with the work. A change order will be prepared and issued. |
| 3. | <input type="checkbox"/> | Information for clarification only, is hereby submitted. A change in project cost or time is not anticipated. |

Scott Gaudineer, AOR



PTN 72838-112 APPL 03-123351



FLEWELLING & MOODY
architecture planning interiors

HEADQUARTERS OFFICE:
815 Colorado Blvd. Suite 200
Los Angeles, CA 90041
Phone: 323.841.8800
E-Mail: fm.pasadena@flewellingmoody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
Phone: 951.648.5771
E-Mail: fm.lancaster@flewellingmoody.com

An Employee Owned Corporation



CONTRACT

Client: _____
Checked: _____
Date: 03/07/2025
Revision: CCD-11B

All dimensions must be checked on the job by the contractor who accepts full responsibility for their accuracy on the contract. The client & the architect are not responsible for any errors or omissions on the part of the contractor. Any and all responsibility for their use in whole or part or any other use is hereby disclaimed. Flewelling & Moody

OXNARD SCHOOL DISTRICT
DRIFELL ELEMENTARY SCHOOL
(5) NEW MODULAR CLASSROOM BUILDINGS
910 SOUTH 11TH STREET
OXNARD, CA 93020

TYPICAL DETAILS

3/8/16
3/05/2020
Date: 03-07-2025

A1.06

PROPOSAL



Gold Coast Erectors,

P.O. BOX 1882
Camarillo CA 93011
805-987-6334 * 805-987-5315 FAX
CA license #698200 C51
DIR #1000386856
pat@goldcoasterectors.com

Owner/Contractor: VIOLA CONSTRUCTORS

Project Name: DRIFFIL E.S.

ADDRESS: 910 SOUTH E STREET OXNARD CA 93030

The following items are INCLUDED in our proposal:

- FURNISH FOB JOBSITE: CCD NO 11-B
- 2- (TWO) 2 1/2" SCHD 40 x 1'-6" PIPE SLEEVE EMBEDS (HDG) 5/A1.06
- 1-(ONE) 1 1/4" ROUND 316SS BRUSH # 4 DRINKING FOUNTAIN RAIL 5/A1.06

The following items are EXCLUDED from our proposal:

**BONDS, PERMITS, INSPECTIONS, ENGINEERING, BACKING, FINISH PAINTING
SPECIAL OR EXCESS INSURANCE, WAIVERS, GROUTING, INSTALLATION**

CLEAN AND CLEAR ACCESS REQUIRED FOR INSTALLATION
GENERAL CONTRACTOR TO PROVIDE & APPROVE ALL DIMENSIONS PRIOR TO FABRICATION
GENERAL CONTRACTOR TO PROVIDE RESTROOM FACILITES ON SITE AT ALL TIMES

We hereby propose to furnish all labor & materials to complete the described work for the sum of:
TWO-THOUSAND DOLLARS & NO/XXX \$2,000.00

Patrick S. Gallagher 3-21-2025

President

OWNER/CONTRACTOR

DATE

DUE TO MARKET VOLITIVITY PRICE GOOD FOR 10 DAYS
LEAD TIME OF MATERIALS BASE UPON AVAILABILTY AT TIME OF ORDER

Wright Sawing & Breaking

P.O. Box 7715
Ventura, CA 93006

Bill To

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

(805)658-1815
(805)658-1050 FAX
wsandb@sbcglobal.net

Lic. #: 823507
Job Location

Driffill ES
Oxnard

Invoice

Date	Invoice #
8/3/2025	7642

P.O. Number	Terms	Date of Job
	Net 30	7/26/2025

Quantity	Description	Price Each	Amount
6	Core drill 1/2" - 10" diameter hole	180.00	1,080.00
6	Labor to dig holes out & help set hand rail, clean-up	100.00	600.00
		Total	\$1,680.00

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: October 15, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-152 with Universal Engineering Sciences (UES) to Provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

In November 2023, the Board approved Agreement #23-194 for Geotechnical Technical Services related to the Fremont Middle School Reconstruction Project. During the Division of the State Architect (DSA) plan review process, additional geological clarification comments were issued to the Architect. The prior contract with the Geotechnical Engineer expired on January 31, 2024.

To provide the required responses to DSA, a new agreement is necessary to establish a funding mechanism for these services. The purpose of this item is to ratify a new Agreement with Universal Engineering Services to deliver the additional geotechnical engineering services required by DSA for the Fremont Middle School Reconstruction Project.

Terms of Agreement: February 1, 2024 through June 30, 2027

FISCAL IMPACT:

\$23,500.00 – Measure I Bond Funds 215

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees ratify Agreement #25-152 with Universal Engineering Sciences (UES).

ADDITIONAL MATERIALS:

Attached: [Agreement #25-152, Universal Engineering Services \(UES\) \(15 Pages\)](#)
[Proposal \(12 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____

CONTRACT CHANGE FORM

CLIENT NAME: _____ CHANGE ORDER NO.: _____

COMPANY NAME: _____

CLIENT ADDRESS: _____ UES PROJECT NAME: _____

DATE: _____ UES PROJECT NO.: _____

DESCRIPTION OF CHANGES: _____

CHECK BELOW AS APPROPRIATE:

Work to be done in accordance with contract unit rates.

Work to be done at unit rates of (list): _____

Estimated change in contract amount: _____

A detailed proposal/contract modification is required by (date): _____

Until then, additional work is authorized as follows: _____

UES REPRESENTATIVE RECEIVING AUTHORIZATION: _____

NAME OF CLIENT INDIVIDUAL AUTHORIZING CHANGE: _____

TITLE: _____ TELEPHONE NO.: _____ EMAIL: _____

SIGNATURE: _____ COMPANY NAME: _____

COMPANY PO NO.: _____ N/A (CHECK HERE)

All work to be done in accordance with contract terms and conditions for above referenced project.

UES Project No.: 5030.2300010.0000
February 14, 2025

Caldwell Flores Winter Inc.
521 N. 1st Avenue
Arcadia, CA 91006
(626) 829-8323

Attention: Mr. Gerald Schober
Program Manager
gschober@cfwinc.com

Reference: Amendment for Geotechnical Services and Report Update
Freemont Middle School
1130 North M Street,
Oxnard, CA 93030

PROJECT INFORMATION

Our firm is pleased to submit this amendment for additional geotechnical investigation services in order to update the Preliminary Geotechnical Investigation and Geohazards Evaluation Report for Freemont Middle School Reconstruction dated February 17, 2024. The updates to the report will require additional subsurface exploration at the north site margin where the new two-story classroom buildings will be constructed.

UES geotechnical investigation will be performed in conformance with the requirements of ASCE 7-16, the 2022 California Building Code (CBC), local jurisdiction requirements, and Geotechnical Scope of Work provided.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Task 1 – Document Review and Site Reconnaissance
- Task 2 – Additional Field Exploration
- Task 3 – Site Specifics Ground Motion Analysis
- Task 4 – Geotechnical Engineering Analysis
- Task 5 – Geotechnical Engineering Report

The following section provides a description of each of the above tasks and our approach to completing the tasks.

Task 1 – Document Review and Site Reconnaissance

Before starting our exploration program, we will conduct a field reconnaissance and mark the locations of our planned subsurface explorations. As required by law, we will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to drilling. Within areas immediately surrounding the proposed boring locations, we will conduct ground penetration radar (GPR) to map the underground facilities, thereby minimizing any potential risks associated with drilling.

UES will request site access (7) days prior to starting any field work.

Task 2 – Additional Field Exploration

We propose to explore the subsurface conditions by advancing four (4) Cone Penetration Test (CPT) soundings to depths between 25 and 50 feet. The CPT is an in-situ testing method that provides continuous stratigraphic profiling by measuring tip resistance, sleeve friction, and pore water pressure as a cone penetrometer is hydraulically pushed into the ground. This method allows for the assessment of soil strength, density, and classification without the need for conventional borehole drilling. The CPT data will be used to evaluate subsurface conditions, estimate engineering properties, and identify potential geotechnical concerns such as liquefaction susceptibility or soft soil layers. Additionally, we will use the collected data to refine our soil parameters for analysis and foundation design recommendations.

Immediately upon completion of the exploration, the borings will be backfilled with bentonite grout. Any remaining soil will be spread out in existing dirt-covered areas. It is important to note that drumming and disposal of excavated soil cuttings is beyond our scope of services as presented in this proposal. If necessary, the cuttings can be drummed and left at the site for disposal. If this is necessary, UES will need to provide the owner with an adjusted field exploration cost estimate to include drumming of the cuttings and backfilling the boreholes with bentonite chips/grout.

Task 3 – Site Specifics Ground Motion Analysis

As part of our geotechnical engineering services, we provide Site-Specific Ground Motion Analysis (SSGMA) to evaluate the seismic hazard conditions unique to a project site. This analysis is essential for ensuring that structural design accounts for localized seismic effects beyond standard code-based assumptions. Our approach includes a detailed seismic hazard assessment, considering regional fault activity, historical earthquake data, and probabilistic or deterministic ground motion models.

Our analysis incorporates site response modeling to evaluate ground motion amplification, soil-structure interaction, and nonlinear soil behavior under seismic loading. We select and modify appropriate earthquake ground motion records to develop a site-specific response spectrum

tailored to the project location. This spectrum is then compared to standard building code provisions to determine whether adjustments are necessary for structural design.

Task 4 – Geotechnical Engineering Analysis

Upon completion of field work, UES will perform an engineering analysis and provide an updated report that will address the key geotechnical concerns for the project identified by The California Geological Survey (CGS) and will contain the following:

- Additional subsurface exploration analyses.
- Seismic settlement study.
- Foundation evaluation.
- Geological and subsurface conditions encountered.
- Groundwater analysis.
- Update Geotechnical Report
- Geotechnical recommendations for the design and construction of foundations as well as earthwork for the proposed project.

Task 5 – Geotechnical Engineering Report

The updated report will include the following major items:

- Site location.
- Site plan with field testing locations.
- Seismic hazard and geological concerns and recommended seismic site classification.
- Incorporated new exploration data and analyses.
- Liquefaction.
- Seismic settlement.
- Shallow and deep foundations.
- Description of the geology and subsurface conditions encountered.
- Historical high groundwater.

The report will be prepared under the direction of a California Registered Geotechnical Engineer and Certified Engineering Geologist. Prior to submission of the final report, UES will provide an electronic copy for review. Upon review and approval, UES will provide a signed and sealed electronic copy.

ASSUMPTIONS

We assume that by authorizing our services we have permission to be on the site. In addition, we assume that the site is accessible to a truck-mounted drill rig. If the site is not accessible, you will be notified, and a new scope of work and fee may be required. This proposal also assumes that no refuse will be encountered during our exploration. This proposal does not include construction services, but we can provide a proposal for materials testing and inspections for construction.

COST OF SERVICES

The fee for our services, including all fieldwork, engineering analysis and report preparation, is outlined in the Cost Estimate Summary Table below. The rates are based on **prevailing wage rates.**

COST ESTIMATE SUMMARY	
Geotechnical Services	Cost
Task 1 Document Review and Site Reconnaissance	\$3,000
Task 2 Field Exploration	\$9,500
Task 3 Site Specifics Ground Motion Analysis	\$3,500
Task 4 Geotechnical Engineering Analysis	\$3,000
Task 5 Geotechnical Engineering Report	\$3,000
Total	\$ 22,000

Our services under this proposal would be complete upon delivery of the Geotechnical Engineering Report. If any additional services are required beyond the scope of services outlined in this proposal, our services would be charged on a time and materials basis at our standard unit rates.

SCHEDULE OF FEES

The above-estimated fees do not include additional requested services performed after issuing the final report. These services include, but are not limited to, additional plan reviews, additional addendums to the report due to modifications of the proposed improvements, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. UES considers this proposal and the rates provided below valid for the duration of the project.

Principal Engineer	\$190.00/hour
Senior Engineer/Geologist	\$180.00/hour
Project Engineer/Geologist	\$165.00/hour
Staff Engineer/Geologist	\$155.00/hour
Administrative Assistant	\$75.00/hour

SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. Drilling activities should commence within two (2) weeks of notice to proceed, pending actual driller availability. Field activities are anticipated to take approximately one (1) days for drilling. Within six (6) weeks after completion of field activities, an electronic copy of our draft report can be submitted in PDF format via email. Printed, wet-stamped copies or a digitally signed PDF copy for permit submission will be made available at your request, with 24-hour advanced notice once payment for services has been received and you are ready to submit for permits. We can generally provide verbal opinions regarding preliminary findings and recommendations before the written report is completed if required.

CLOSURE

This proposal is valid for 3 months. If client does not accept this proposal or UES does not initiate services within that time period, client must give UES an opportunity to re-review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review.

We appreciate the opportunity of submitting this proposal. Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Respectfully,
Universal Engineering Sciences



Jorge Nieto
Project Engineer



Dharmesh Amin, MS, PE, GE
Regional Geotechnical Engineer

Attachments: Terms and Conditions

CONSTRUCTION TESTING & ENGINEERING SOUTH, INC., D/B/A "UES" GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Construction Testing & Engineering South, Inc., (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

1.2 The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

2.2 Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

6.5 Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "Liability") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "Liability Cap"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

7.2 Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action.

7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

SECTION 8: INSURANCE

8.1 UES represents that it and its agents, staff and consultants employed or retained by UES, is and are protected by worker's compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to seeking other remedies provided by law.

9.2 If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination.

10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS

11.1 Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, , or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS

12.1 Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS

13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and

recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefor from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages.

SECTION 15: ASSIGNS

15.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL

16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

16.2 If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 17: INTEGRATION CLAUSE

17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL

18.1 To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

CLIENT APPROVAL

UES offers the Client the Proposal as listed above. Client may accept UES’s offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT’S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____ Title: _____

Date Accepted: _____

Client Business Name: _____

Billing Address: _____

Telephone: _____ E-mail: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____

A/P Contact Telephone: _____ *A/P Contact E-Mail: _____

* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-153 - Crisis Prevention Institute (Fox/Nocero)

The Crisis Prevention Institute will provide a Trainer-of-Trainers program for principals, counselors, and clinicians on Nonviolent Crisis Intervention verbal de-escalation methods. This evidence-based training aims to reduce behavioral incidents and strengthen staff capacity to de-escalate challenging student behaviors. This initiative will certify 20 principals, 28 counselors, and 7 clinicians as trainers, expanding the district's ability to provide ongoing professional development in verbal de-escalation techniques.

Dates of Service: October 17 and October 20, 2025

FISCAL IMPACT:

\$253,200.80 – LCFF Funds

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-153 with Crisis Prevention Institute.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-153, Crisis Prevention Institute \(15 Pages\)](#)
[Proposal \(9 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

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

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

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

Contract Number _____

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles: \$1,000,000.00 combined single limit

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

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

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

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

Physicians and medical corporations \$5,000,000.00

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

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

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

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

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

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

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

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

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

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

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

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

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

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

PAYMENT SCHEDULE:

Please email invoices to accountspayable.com and [jnocero @oxnardsd.org](mailto:jnocero@oxnardsd.org).
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

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

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

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

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

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

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

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

Provider Initials: _____



Crisis Prevention Institute™ District-Wide Implementation Proposal

PREPARED FOR:
Oxnard School District

PREPARED BY:
Brandon Zolp
Territory Account Manager III

October 3, 2025

Discovery Conclusions

Current State

Oxnard School District currently provides CPI's *Nonviolent Crisis Intervention* training to select staff, but a new initiative has made it a priority to train up to 600 additional staff on de-escalation strategies.

- Oxnard School District is made up of 21 schools, approximately 678 teachers and over 13,300 students.
- The district would like to offer CPI's Verbal Intervention training to a group of 600 staff in the current school year as a means to decrease the frequency of behavioral incidents and to increase staff confidence to de-escalate challenging behaviors.

Objective

CPI will assist in implementing a training program with the goal of maintaining the *Care, Welfare, Safety, and SecuritySM* of teacher, students, and community members.

- Standardized behavior management training across Oxnard School District.
- Incorporate training that familiarizes all staff with CPI and teaches co-regulation strategies designed to proactively reduce incidents district-wide.
- Increase awareness and provide staff with skills to safely manage disruptive or challenging behaviors.
- Improve staff morale and retention by providing applicable verbal de-escalation skills and strategies.
- Reduce and eliminate physical events across the school district.
- Improve the school and classroom culture.

Gaps & Challenges

All staff, from low- to high-risk, not trained in CPI's evidence-based techniques may not be equipped to identify, de-escalate, or intervene during crisis events.

- Time off the floor for Professional Development.
- People and staffing resources.
- Funding a district-wide initiative.
- Implementation Resources

CPI Professional Services & Recommendations

Recommended CPI Training Programs for Oxnard School District

Nonviolent Crisis Intervention[®] - Focuses on verbal de-escalation and early intervention, giving staff an effective framework for decision making and problem solving. By teaching safe disengagements and restrictive interventions that can be implemented with the least use of force, this program provides the safest environment for all parties involved.

CPI Verbal Intervention[™] - Ideal for organizations with a hands-off policy, or staff who are not expected to engage in restrictive interventions, *CPI Verbal Intervention*[™] training instills the confidence and skills to verbally de-escalation disruptive behavior and prevent further escalation.

Crisis Prevention Institute's Professional Services - INCLUDED

- Designated CPI Team to assist in all aspects of implementation.
- Risk-Level mapping of roles.
- Site assessments
- Built out CPI implementation plan.
- Training calendar and logistics.
- Communication plan and marketing materials.
- Assistance in the selection of CPI Certified Instructors.
- Coaching and support for CPI Certified Instructors
- Third party record storage for CPI Training
- LMS liaison
- Reporting and data needs
- Issuance of surveys to CPI learners across the district
- Periodic Business Reviews

Investment Summary

Certified Instructor Training

CPI Global Professional Instructors will directly train **Oxnard School District** selected staff to become Certified Instructors in workplace violence prevention principles and skills. Based on our industry-leading knowledge and experience, the Crisis Prevention Institute has identified a need for around 3 staff per school to become CPI Certified Instructors within the **Oxnard School District**.

	# of Certified Instructors
<i>Verbal Intervention Training</i>	60

District-Wide Staff Training

Initial discovery completed by the Crisis Prevention Institute identified a need for maximum of 600 low-risk district staff members to be trained across **Oxnard School District**.

	Training Delivery	# of Staff Members
<i>Verbal Intervention™ Training</i>	Blended	600

Oxnard School District Investment Summary

	<i>Quantity</i>	<i>Cost</i>
<i>Verbal Intervention Instructor Certifications</i>	60	\$221,940.00
<i>Blended Learning Materials for Instructor-led Classes</i>	600	\$28,614.00*

Pricing is valid through **December 31, 2025**.

Estimated Cost per School:	\$11,931.14
Total Investment:	\$250,554.00*

*Does not include sales tax on materials

Verbal Intervention™ Training, 3rd Edition

CONTENT OUTLINE



Program Summary and Philosophy

CPI's *Verbal Intervention*™ 3rd Edition Instructor Certification Program models the course that the Certified Instructor will be teaching back at their organization and provides Instructor Training for participants to gain knowledge and practice related to teaching the course and integrating it within your organization.

The *Verbal Intervention*™ 3rd Edition course provides staff with an effective framework for preventing, de-escalating, and safely responding to crisis behavior. The program introduces how to apply knowledge of brain and behavior to understand distress behavior and the reasons for distress. Participants will look at analyzing the risk of behavior and identifying strategies to mitigate the risk. They'll practice strategies to identify escalating behaviors in others as well as use effective approaches to intervene during different crisis levels. Participants will gain a broad range of tools to help them manage their own emotional responses and implicit bias in stressful situations.

There is a focus on staff using the philosophy of *Care, Welfare, Safety, and Security*™ and using trauma-informed and person-centered approaches in their interactions with the people in their care. CPI post-crisis strategies assist staff to support individuals and collaborate to identify plans as well as help staff teams recognize opportunities to learn prevention strategies in the aftermath of a crisis.

The blended program is comprised of two parts. Part one is an online course, *Verbal Intervention*™ training, which provides the core program content. Part two is one live virtual day that focuses on application of *Verbal Intervention*™ content and Instructor Training.

The classroom program has one and a half classroom days which provide the core *Verbal Intervention*™ content and Instructor Training.

Crisis Prevention Institute trains and certifies designated people from your organization. After they have been trained by a CPI Global Professional Instructor and successfully passed all components, including the instructor exam, they are qualified to teach at your organization using the approved CPI training materials.

Facilitation Methods

The online portion of the course presents the content through narration, video, and interactive activities. The content learned in the online portion of the course will be practiced in the classroom.

The live virtual or classroom portions of the course include use of an Electronic Presentation with activities that will aid participants in the implementation of training for their *Verbal Intervention*™ courses. Extensive application, case studies, examples, competency-based testing, and an exam ensure that participants gain knowledge and are able to demonstrate skills introduced in the program. Participants will also complete teach backs of the content.

Program Objectives

- Use the philosophy of *Care, Welfare, Safety, and Security*™ and a person-centered and trauma-informed approach when responding to a person in distress.
- Interpret distress behaviors and address the cause of the behavior to de-escalate the situation.
- Assess risk of behavior using the *Decision-Making Matrix*™ and identify preventive strategies to mitigate risk.
- Identify and respond appropriately to various levels of crisis behaviors.
- Manage your own emotional responses to distress behavior.
- Use your communication skills to be supportive and strengthen your interventions to de-escalate potential conflict situations.
- Use directive strategies when verbally intervening to de-escalate defensive behaviors.
- Use the *Decision-Making Matrix*™ in the moment of Risk Behavior to determine Safety Interventions that represent a reasonable, proportionate, least restrictive, and last-resort course of action.
- Use safety intervention strategies to maximize safety and minimize harm in situations where behavior presents an imminent or immediate risk of harm to self or others.
- Apply a process for support and learning at the end of a crisis situation.

CPI Instructor Certification Program Components - BLENDED DELIVERY

Program Hours – Blended delivery

The 8.5-hour CPI Instructor Certification Program includes:

PART 1: Completion of 2 hours of *Verbal Intervention™* 3rd Edition online training.

PART 2: Participation in 6.5 hours of *Verbal Intervention™* 3rd Edition activities and Certified Instructor live virtual training that includes: Preparing to teach the adult learner, comprehensive Instructor training practicum, managing the Certified Instructor role.

NOTE: A certificate of completion with CPI's continuing education information will be awarded upon full participation in and completion of program components and successful passing exam score (80%).

Part 1: Online Course

Verbal Intervention™ Training, 3rd Edition	
TRAINING COMPONENT	LEARNING INTENT AND OBJECTIVES
Introduction	State the learning expectations and guidelines for the training. Explore the philosophy of the training.
Module 1: Understanding Behavior and Its Risk	Interpret the brain's response to threat as one of the causes of distress behavior. Explain how to identify the level of risk of the behavior and identify preventive strategies to mitigate risk.
Module 2: The CPI Crisis Development ModelSM	Identify behavior using the <i>CPI Crisis Development ModelSM</i> . Identify staff approaches effective in responding at each behavior level to prevent further escalation.
Module 3: Integrated Experience	Explore underlying causes of behavior; recognize the need to maintain consistent, calm behavior in a crisis; and understand how the behavior of one person impacts the behavior of others.
Module 4: Supportive Communication Skills	Describe communication strategies to positively impact an individual's behavior and prevent or de-escalate a crisis. Identify how to prepare for a difficult conversation.
Module 5: Responding to Defensive Behaviors	Identify stages of defensive behavior using the <i>Verbal Escalation ContinuumSM</i> . Identify intervention strategies that are most effective at each stage.
Module 6: Safety Interventions	In the moment of Risk Behavior, explain how to choose Safety Interventions that are a last resort, reasonable, and proportionate. Identify non-restrictive verbal and environmental interventions to keep self, others, and the person safe when crisis escalates to risk behavior.
Module 7: Post-Crisis	Describe a framework that helps guide staff through the process of establishing Therapeutic Rapport and learning after a crisis. List coping strategies to build your resilience.
Conclusion and Assessment	Summarize the training. Complete an online quiz and survey prior to classroom training.
TOTAL TIME: 2 Hours	

Part 2: Live Virtual Day

Verbal Intervention™ Training, 3rd Edition		
TRAINING COMPONENT	LEARNING INTENT AND OBJECTIVES	TIME NEEDED
Introduction	State the learning expectations and guidelines for the training. Connect the philosophy of the training to the participants' values and relate the training to their experiences in the workplace.	20 minutes
Module 1: Understanding Behavior and Its Risk	Interpret the brain's response to threat as one of the causes of distress behavior. Identify the level of risk of the behavior and identify preventive strategies to mitigate risk.	20 minutes

Verbal Intervention™ Training, 3rd Edition		
TRAINING COMPONENT	LEARNING INTENT AND OBJECTIVES	TIME NEEDED
Module 2: The CPI Crisis Development ModelSM	Identify behavior using the CPI <i>Crisis Development ModelSM</i> . Apply staff approaches effective in responding at each behavior level to prevent further escalation.	20 minutes
Module 3: Integrated Experience	Explore underlying causes of behavior; recognize the need to maintain consistent, calm behavior in a crisis; and understand how the behavior of one person impacts the behavior of others.	20 minutes
Module 4: Supportive Communication Skills	Practice communication strategies to positively impact an individual's behavior and prevent or de-escalate a crisis. Identify how to prepare for a difficult conversation.	25 minutes
Module 5: Responding to Defensive Behaviors	Identify stages of defensive behavior using the <i>Verbal Escalation ContinuumSM</i> . Use the appropriate intervention strategies that are most effective at each stage.	50 minutes
Module 6: Safety Interventions	In the moment of Risk Behavior, choose Safety Interventions that are a last resort, reasonable, and proportionate. Identify and apply non-restrictive verbal and environmental interventions to keep self, others, and the person safe when crisis escalates to risk behavior.	25 minutes
Module 7: Post-Crisis	Apply a framework that helps guide staff through the process of establishing Therapeutic Rapport and learning after a crisis.	30 minutes
Conclusion and Assessment	Reflect on new learning and complete an action plan.	15 minutes
Introduction to Instructor Training	Orients participants to becoming CPI Certified Instructors. Participants will: <ul style="list-style-type: none"> Identify the Certified Instructor Professional Association's (CIPA) mission, terminology, and membership benefits and support. Describe the role of a Certified Instructor. 	20 minutes
Instructional Goals and Facilitation Strategies	Develops awareness and understanding of effective methods for teaching the adult learner. Participants will: <ul style="list-style-type: none"> Determine best practice for organizing training materials and maintaining program continuity and consistency. Explain CPI learning modalities (blended and classroom). List principles and tips for training the adult learner. Explain how to use a variety of activity types and facilitation methods. Demonstrate their familiarity with <i>Verbal InterventionTM</i> Instructor Guide, Workbook, and Electronic Presentation. 	40 minutes
Purpose of Content	Participants will review each module of the program, looking at it through the lens of an instructor and focusing on the purpose and objectives of each module. Participants will: <ul style="list-style-type: none"> Describe the learning objectives of each module. Explain the structure of the program and how to connect concepts for ease of learning. 	45 minutes
Facilitation Practice/ Practicum Assignment	Applies facilitation strategies to assigned content area. Participants will: <ul style="list-style-type: none"> Demonstrate relevant facilitation techniques. Practice customizing assigned content to work setting, using instructional guidance. Explore the roles and responsibilities of the Certified Instructor. 	60 minutes
TOTAL TIME:		6.5 Hours

Note: The final exam is online. You will receive a link to complete it.

CPI Instructor Certification Program Components - CLASSROOM DELIVERY

Program Hours – Classroom delivery

The 10.25-hour CPI Instructor Certification Program includes participation in *Verbal Intervention*™ 3rd Edition classroom activities and Certified Instructor training that includes preparing to teach the adult learner, comprehensive Instructor training practicum, and managing the Certified Instructor role.

NOTE: A certificate of completion with CPI's continuing education information will be awarded upon full participation in and completion of program components and successful passing exam score (80%).

DAY 1

Verbal Intervention™ Training, 3rd Edition		
TRAINING COMPONENT	LEARNING INTENT AND OBJECTIVES	TIME NEEDED
Introduction	State the learning expectations and guidelines for the training. Connect the philosophy of the training to the participants' values and relate the training to their experiences in the workplace.	30 minutes
Module 1: Understanding Behavior and Its Risk	Interpret the brain's response to threat as one of the causes of distress behavior. Identify the level of risk of the behavior and identify preventive strategies to mitigate risk.	45 minutes
Module 2: The CPI Crisis Development ModelSM	Identify behavior using the <i>CPI Crisis Development ModelSM</i> . Apply staff approaches effective in responding at each behavior level to prevent further escalation.	45 minutes
Module 3: Integrated Experience	Explore underlying causes of behavior; recognize the need to maintain consistent, calm behavior in a crisis; and understand how the behavior of one person impacts the behavior of others.	40 minutes
Module 4: Supportive Communication Skills	Practice communication strategies to positively impact an individual's behavior and prevent or de-escalate a crisis. Identify how to prepare for a difficult conversation.	60 minutes
Module 5: Responding to Defensive Behaviors	Identify stages of defensive behavior using the <i>Verbal Escalation ContinuumSM</i> . Use the appropriate intervention strategies that are most effective at each stage.	70 minutes
Module 6: Safety Interventions	In the moment of Risk Behavior, choose Safety Interventions that are a last resort, reasonable, and proportionate. Identify and apply non-restrictive verbal and environmental interventions to keep self, others, and the person safe when crisis escalates to risk behavior.	40 minutes
Module 7: Post-Crisis	Apply a framework that helps guide staff through the process of establishing Therapeutic Rapport and learning after a crisis.	40 minutes
Conclusion and Assessment	Reflect on new learning and complete an action plan.	20 minutes
TOTAL TIME:		6.5 Hours

DAY 2

Verbal Intervention™ Training, 3rd Edition		
TRAINING COMPONENT	LEARNING INTENT AND OBJECTIVES	TIME NEEDED
Introduction to Instructor Training	Orients participants to becoming CPI Certified Instructors. <i>Participants will:</i> <ul style="list-style-type: none"> Identify the Certified Instructor Professional Association's (CIPA) mission, terminology, and membership benefits and support. Describe the role of a Certified Instructor. 	20 minutes
Instructional Goals and Facilitation Strategies	Develops awareness and understanding of effective methods for teaching the adult learner. <i>Participants will:</i> <ul style="list-style-type: none"> Determine best practice for organizing training materials and maintaining program continuity and consistency. Explain CPI learning modalities (blended and classroom). List principles and tips for training the adult learner. Explain how to use a variety of activity types and facilitation methods. Demonstrate their familiarity with <i>Verbal Intervention™</i> Instructor Guide, Workbook, and Electronic Presentation. 	55 minutes
Purpose of Content	Participants will review each module of the program, looking at it through the lens of an instructor and focusing on the purpose and objectives of each module. <i>Participants will:</i> <ul style="list-style-type: none"> Describe the learning objectives of each module. Explain the structure of the program and how to connect concepts for ease of learning. 	60 minutes
Facilitation Practice/ Practicum Assignment	Applies facilitation strategies to assigned content area. <i>Participants will:</i> <ul style="list-style-type: none"> Demonstrate relevant facilitation techniques. Practice customizing assigned content to work setting, using instructional guidance. Explore the roles and responsibilities of the Certified Instructor. 	90 minutes
TOTAL TIME:		3.75 Hours

Note: The final exam is online. You will receive a link to complete it.

Training Materials:

Participant Workbook: Each training participant receives a Participant Workbook to enhance learning, organize the participant's thoughts regarding concepts taught in the program, and serve as a valuable reference tool following the program.

Instructor Guide: Those who successfully complete this program receive a comprehensive Instructor Guide to assist them in facilitating thorough and effective staff training that is consistent with program quality standards, policies, and procedures.

Instructor Kit: All participants who successfully complete this program receive an Instructor Kit. This kit includes resource materials necessary to teach their first program.

Please note:

- Organizational and participant-specific needs will impact timing. When classroom time is reduced, practice and application will be limited. In these situations, informal follow-up training opportunities will strengthen staff skills and learning while improving performance.
- Policy/procedure and participant-specific needs should determine the program option delivered.
- You are strongly encouraged to maintain a record of each program you've facilitated and the names of the participants in those programs.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP 0410: Nondiscrimination in District Programs and Activities (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 Policy. 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 will be presented for a second reading and adoption at a future Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [REVISED Policy 0410_ Nondiscrimination In District Programs And Activities \(14 pages\)](#)

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 10/19/2011 | Last Revised Date: 05/07/2025 | Last Reviewed Date: 11/05/2025

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the ~~Governing~~ Board and the Superintendent in enacting policies and procedures that govern the district.

~~The Board is committed to providing equal opportunity for all individuals in district programs and activities.~~ (Education Code 234.1)

District programs, activities, and practices shall be free from unlawful discrimination, ~~including discrimination~~ against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race, ~~color,~~ or ethnicity; ancestry, ~~nationality; national origin;~~ color; ethnic group identification; ~~age;~~ nationality; national origin; 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; ~~parental, family, or marital status;~~ reproductive health decisionmaking; ~~physical or mental disability; medical condition; sex, sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and~~ veteran or military status; ~~genetic information;~~ 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. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education

Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

~~Except for allegations of sex discrimination or sex-based harassment, allegations of~~

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. ~~Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.~~

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed ~~pursuant to Education Code 48980~~ in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

~~In addition, the annual parental notification~~

The Superintendent or designee shall inform/notify parents/guardians ~~of~~ regarding their children's right to a free public education regardless of immigration status or religious beliefs, ~~including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)~~

and their rights related to immigration enforcement. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. ~~In addition~~ Additionally, when 15 percent or more of

a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of district services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or ~~large print~~large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent, Human Resources
1051 South A Street
Oxnard, CA 93030
(805) 385.1501 Extension 2050
certificatedhr@oxnardsd.org

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 4600-4670

Description

Uniform complaint procedures

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33315	Uniform complaint procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: state policy
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act

28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
29 USC 621	Age discrimination in employment
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources	Description
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 21-017R, December 2021
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 23-004, February 2023
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
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

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. 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: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011</u>
U.S. DOE, Office for Civil Rights Publication	<u>Dear Colleague Letter: Electronic Book Readers, June 29, 2010</u>
U.S. DOE, Office for Civil Rights Publication	<u>Nondiscrimination in Employment Practices in Education, August 1991</u>

U.S. DOJ, Civil Rights Division Publication	<u>Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments, April 2024</u>
U.S. DOJ, Civil Rights Division Publication	<u>Guidance on Web Accessibility and the ADA, March 2022</u>
U.S. DOJ, Civil Rights Division Publication	<u>Accessibility of State and Local Government Websites to People with Disabilities, February 2020</u>
U.S. DOJ, Civil Rights Division Publication	<u>2010 ADA Standards for Accessible Design, September 2010</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Pacific ADA Center</u>
Website	<u>U.S. Department of Justice, Civil Rights Division, Disability Rights Section</u>
Website	<u>World Wide Web Consortium, Web Accessibility Initiative</u>
Website	<u>California Office of the Attorney General</u>
Website	<u>California Safe Schools Coalition</u>
Website	<u>CSBA</u>
Website	<u>California Department of Education</u>
Website	<u>California Civil Rights Department</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>
Website	<u>California Department of Health Care Services</u>
Website	<u>U.S. Equal Employment Opportunity Commission</u>
World Wide Web Consortium Publication	<u>Web Content Accessibility Guidelines, September 2023</u>

Cross References

Code	Description
0100	Philosophy
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
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1114	District-Sponsored Social Media
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1230	School-Connected Organizations
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1240	Volunteer Assistance
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1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
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3260	Fees And Charges
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3270	Sale And Disposal Of Books, Equipment And Supplies
3311	Bids
3311	Bids

3515.3	District Police/Security Department
3515.3	District Police/Security Department
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3530	Risk Management/Insurance
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3551	Food Service Operations/Cafeteria Fund
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3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
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4030	Nondiscrimination In Employment
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4111.2	Legal Status Requirement
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4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards

4119.21	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.9	Employee Notifications
4212.9	Employee Notifications
4219.11	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
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4244	Complaints
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
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4311.2	Legal Status Requirement
4312.9	Employee Notifications
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4319.11	Sexual Harassment
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4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures

4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
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5145.13	Response To Immigration Enforcement
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
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6000	Concepts And Roles
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6020	Parent Involvement
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6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.3	Civic Education
6142.5	Environmental Education
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6161.1	Selection And Evaluation Of Instructional Materials
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6163.4	Student Use Of Technology
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6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
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6164.6	Identification And Education Under Section 504
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6172	Gifted And Talented Student Program
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6173.1	Education For Foster Youth
6173.4	Education For American Indian Students

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6175	Migrant Education Program
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6178	Career Technical Education
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6181	Alternative Schools/Programs Of Choice
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to Exhibit and New Policy 4112.9, 4212.9, 4312.9: Employee Notifications (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 Exhibits. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of the revision, policies have been added to further support the regulations and exhibits already in place.

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 policies and exhibits will be presented for a second reading and adoption at a future 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 policies and exhibits for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [NEW Policy 4112.9_4212.9_4312.9 Employee Notifications \(9 pages\)](#)
[REVISED Exhibits 4112.9_4212.9_4312.9_ Employee Notifications \(23 pages\)](#)

Policy 4112.9, 4212.9, 4312.9: Employee Notifications

Status: NEW

Original Adopted Date: 11/05/2025 | Last Revised Date: 11/05/2025 | Last Reviewed Date: 11/05/2025

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

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
<u>13 CCR 1234</u>	<u>Reports regarding school buses and bus drivers</u>
<u>13 CCR 2480</u>	<u>Vehicle idling; limitations</u>
<u>2 CCR 11023</u>	<u>Harassment and discrimination prevention and correction</u>
<u>2 CCR 11035-11051</u>	<u>Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions</u>
<u>2 CCR 11087-11098</u>	<u>California Family Rights Act</u>
<u>5 CCR 4622</u>	<u>Uniform complaint procedures</u>
<u>5 CCR 80303</u>	<u>Reports of change in employment status; alleged misconduct</u>
<u>8 CCR 3204</u>	<u>Access to employee exposure and medical records</u>
<u>8 CCR 5191</u>	<u>Chemical hygiene plan</u>
<u>8 CCR 5194</u>	<u>Hazard communication</u>
<u>Civ. Code 1798.29</u>	<u>District records; breach of security</u>
<u>Ed. Code 17612</u>	<u>Notification of pesticide use</u>

<u>Ed. Code 22455.5</u>	<u>STRS information to potential members</u>
<u>Ed. Code 22461</u>	<u>Postretirement compensation limitation</u>
<u>Ed. Code 231.5</u>	<u>Sexual harassment policy</u>
<u>Ed. Code 234.1</u>	<u>Educational Equity: Federal Program Monitoring</u>
<u>Ed. Code 35031</u>	<u>Term of employment</u>
<u>Ed. Code 35171</u>	<u>Availability of rules and regulations for evaluation of performance</u>
<u>Ed. Code 3550</u>	<u>Insurance carrier notice</u>
<u>Ed. Code 37616</u>	<u>Consultation regarding year-round schedule</u>
<u>Ed. Code 44663-44664</u>	<u>Evaluation of certificated employees</u>
<u>Ed. Code 44842</u>	<u>Reemployment notices; certificated employees</u>
<u>Ed. Code 44896</u>	<u>Transfer of administrator or supervisor to teaching position</u>
<u>Ed. Code 44916</u>	<u>Written statement of employment status</u>
<u>Ed. Code 44929.21</u>	<u>Notice of reelection decision; districts with 250 ADA or more</u>
<u>Ed. Code 44929.23</u>	<u>Districts with less than 250 ADA</u>
<u>Ed. Code 44934</u>	<u>Notice of disciplinary action for cause</u>
<u>Ed. Code 44938</u>	<u>Notice of unprofessional conduct and opportunity to correct</u>
<u>Ed. Code 44940.5-44941</u>	<u>Notification of suspension and intent to dismiss</u>
<u>Ed. Code 44948.3-44948.5</u>	<u>Dismissal of probationary employees</u>
<u>Ed. Code 44948.5</u>	<u>Nonreelection procedures; districts under 250 ADA</u>
<u>Ed. Code 44949</u>	<u>Dismissal of probationary employees</u>
<u>Ed. Code 44951</u>	<u>Continuation in position unless notified; administrative or supervisory personnel</u>
<u>Ed. Code 44954</u>	<u>Nonreelection of temporary employees</u>
<u>Ed. Code 44955</u>	<u>Reduction in number of permanent employees</u>
<u>Ed. Code 44955.5</u>	<u>Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</u>

<u>Ed. Code 45113</u>	<u>Notification of charges; classified employees</u>
<u>Ed. Code 45117</u>	<u>Notice of layoff; classified employees</u>
<u>Ed. Code 45169</u>	<u>Employee salary data; classified employees</u>
<u>Ed. Code 45192</u>	<u>Industrial accident and illness leave for classified employees</u>
<u>Ed. Code 45195</u>	<u>Additional leave</u>
<u>Ed. Code 46160-46162</u>	<u>Alternative schedule for junior high and high school; public hearing with notice</u>
<u>Ed. Code 48201</u>	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
<u>Ed. Code 48851.3</u>	<u>Education of students in foster care and students who are homeless</u>
<u>Ed. Code 49013</u>	<u>Complaints regarding student fees</u>
<u>Ed. Code 49079</u>	<u>Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion</u>
<u>Ed. Code 49414</u>	<u>Epinephrine auto-injectors</u>
<u>Ed. Code 49414.3</u>	<u>Administration of opioid antagonist</u>
<u>Ed. Code 51225.25</u>	<u>Student participating in a newcomer program; definition</u>
<u>Gov. Code 1126</u>	<u>Incompatible activities of employees</u>
<u>Gov. Code 12945.8</u>	<u>Accommodations and leave for victims of a qualifying act of violence</u>
<u>Gov. Code 12950</u>	<u>Sexual harassment</u>
<u>Gov. Code 21029</u>	<u>Retirement credit for period of military service</u>
<u>Gov. Code 54957</u>	<u>Complaints against employees; right to open session</u>
<u>Gov. Code 54963</u>	<u>Unauthorized disclosure of confidential information</u>
<u>Gov. Code 8355</u>	<u>Certification of drug-free workplace, including notification</u>
<u>H&S Code 104420</u>	<u>Tobacco-free schools</u>
<u>H&S Code 120875</u>	<u>Information on AIDS, AIDS-related conditions, and hepatitis B</u>
<u>H&S Code 120880</u>	<u>Notification to employees re AIDS, AIDS-related conditions, and hepatitis B</u>

<u>H&S Code 1797.196</u>	<u>Automated external defibrillators; notification of use and locations</u>
<u>Lab. Code 2800.2</u>	<u>Notification of availability of continuation health coverage</u>
<u>Lab. Code 3550-3553</u>	<u>Notifications: Workers' compensation benefits</u>
<u>Lab. Code 5401</u>	<u>Workers' compensation; claim form and notice of potential eligibility</u>
<u>Pen. Code 11165.7</u>	<u>Child Abuse and Neglect Reporting Act; notification requirement</u>
<u>Pen. Code 11166.5</u>	<u>Employment; statement of knowledge of duty to report child abuse or neglect</u>
<u>Unemp. Ins. Code 2613</u>	<u>Disability insurance; notice of rights and benefits</u>
<u>W&I Code 827</u>	<u>Limited exception to juvenile court record</u>
<u>Federal</u>	<u>Description</u>
<u>20 USC 2354</u>	<u>Local application for career and technical education programs</u>
<u>29 CFR 825.300</u>	<u>Family and Medical Leave Act; notice requirement</u>
<u>34 CFR 100</u>	<u>Nondiscrimination under programs receiving federal assistance</u>
<u>34 CFR 104.8</u>	<u>Nondiscrimination</u>
<u>34 CFR 106.9</u>	<u>Severability</u>
<u>34 CFR 84.205-84.210</u>	<u>Drug-free workplace statement</u>
<u>38 USC 4334</u>	<u>Uniformed Services Employment and Reemployment Rights Act; notice requirement</u>
<u>40 CFR 763.84</u>	<u>Asbestos inspections, response actions and post-response actions</u>
<u>40 CFR 763.93</u>	<u>Asbestos management plans</u>
<u>41 USC 8101-8106</u>	<u>Drug-Free Workplace Act</u>
<u>42 USC 11431-11435</u>	<u>McKinney-Vento Homeless Assistance Act</u>
<u>49 CFR 382.113</u>	<u>Controlled substance and alcohol use and testing notifications</u>
<u>49 CFR 382.303</u>	<u>Post-accident information, procedures, and instructions</u>

[49 CFR 382.601](#)

[Controlled substance and alcohol use and testing notification](#)

Management Resources

[Website](#)

Description

[CSBA District and County Office of Education Legal Services](#)

Cross References

Code

[1312.3](#)

Description

[Uniform Complaint Procedures](#)

[1312.3](#)

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<u>4112.42</u>	<u>Drug And Alcohol Testing For School Bus Drivers</u>
<u>4112.42</u>	<u>Drug And Alcohol Testing For School Bus Drivers</u>
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<u>4116</u>	<u>Probationary/Permanent Status</u>
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<u>4117.14</u>	<u>Postretirement Employment</u>
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<u>4117.7</u>	<u>Employment Status Reports</u>
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<u>4118</u>	<u>Dismissal/Suspension/Disciplinary Action</u>
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<u>4119.11</u>	<u>Sexual Harassment</u>
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<u>4121</u>	<u>Temporary/Substitute Personnel</u>
<u>4121</u>	<u>Temporary/Substitute Personnel</u>
<u>4136</u>	<u>Nonschool Employment</u>
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<u>4157</u>	<u>Employee Safety</u>
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<u>4158</u>	<u>Employee Security</u>
<u>4158</u>	<u>Employee Security</u>
<u>4161.1</u>	<u>Personal Illness/Injury Leave</u>
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<u>4161.2</u>	<u>Personal Leaves</u>
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<u>4219.11</u>	<u>Sexual Harassment</u>
<u>4219.43</u>	<u>Universal Precautions</u>
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<u>4236</u>	<u>Nonschool Employment</u>
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<u>4257</u>	<u>Employee Safety</u>
<u>4257.1</u>	<u>Work-Related Injuries</u>
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<u>4258</u>	<u>Employee Security</u>
<u>4261.1</u>	<u>Personal Illness/Injury Leave</u>
<u>4261.11</u>	<u>Industrial Accident/Illness Leave</u>
<u>4261.2</u>	<u>Personal Leaves</u>
<u>4261.5</u>	<u>Military Leave</u>
<u>4261.8</u>	<u>Family Care And Medical Leave</u>
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<u>4312.42</u>	<u>Drug And Alcohol Testing For School Bus Drivers</u>

<u>4312.42</u>	<u>Drug And Alcohol Testing For School Bus Drivers</u>
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<u>4319.11</u>	<u>Sexual Harassment</u>
<u>4319.11</u>	<u>Sexual Harassment</u>
<u>4319.43</u>	<u>Universal Precautions</u>
<u>4319.43</u>	<u>Universal Precautions</u>
<u>4336</u>	<u>Nonschool Employment</u>
<u>4354</u>	<u>Health And Welfare Benefits</u>
<u>4354</u>	<u>Health And Welfare Benefits</u>
<u>4357</u>	<u>Employee Safety</u>
<u>4357</u>	<u>Employee Safety</u>
<u>4357.1</u>	<u>Work-Related Injuries</u>
<u>4358</u>	<u>Employee Security</u>
<u>4358</u>	<u>Employee Security</u>
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<u>5141.21</u>	<u>Administering Medication And Monitoring Health Conditions</u>
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<u>5141.4</u>	<u>Child Abuse Prevention And Reporting</u>

<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
<u>5145.3</u>	<u>Nondiscrimination/Harassment</u>
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Exhibit 4112.9, 4212.9, 4312.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 08/23/2017 | **Last Revised Date:** 01/18/2023 | **Last Reviewed Date:**
11/05/2025

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually

Education or Other Legal Code: Education Code 49069.5, 51225.1, 51225.25

Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175

Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, students who are migratory, and students participating in a newcomer program

When/Whom to Notify: Annually

Education or Other Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per school year

Education or Other Legal Code: Education Code 49414.7

Board Policy/Administrative Regulation #: 5141.21

Subject: Request for volunteers to be trained to administer stock albuterol inhalers

When/Whom to Notify: At least once per school year

Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: 5141.21

Subject: Request for volunteers to be trained to administer anti-seizure medication

When/Whom to Notify: At least once per year

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures

Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire, all employees annually, and upon request, in districts with 25 or more employees

Education or Other Legal Code: to ~~Labor Code 230.1~~ Government Code 12945.8 Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to ~~Labor Code 230.1~~ Government Code 12945.8 pertaining to leaves and accommodations for victims of ~~crime and abuse~~ a qualifying act of violence

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees
Education or Other Legal Code: Labor Code 2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account
Education or Other Legal Code: Labor Code 2810.7
Board Policy/Administrative Regulation #: None
Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: Post and keep posted in a conspicuous location frequented by employees where the notice may be easily read by employees during the hours of the workday
Education or Other Legal Code: Labor Code 3550
Board Policy/Administrative Regulation #: AR 4157.1
Subject: Current compensation insurance carrier of the employer, or when appropriate, statement that the employer is self-insured, and who is responsible for claims adjustment

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period
Education or Other Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

~~When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative and the employer of subcontracted employees as applicable~~
~~Education or Other Legal Code: Labor Code 6409.6~~
~~Board Policy/Administrative Regulation #: AR 4157, 4257, 4357~~
~~Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan~~

When/Whom to Notify: Prior to beginning employment
Education or Other Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when employee goes on leave for specified reasons leaving work due to pregnancy or nonoccupational sickness or injury

Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses

Education or Other Legal Code: Welfare and Institutions Code 827
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

~~When/Whom to Notify: To all employees working with homeless families
Education or Other Legal Code: 42 USC 11432
Board Policy/Administrative Regulation #: AR4157,4257,4357
Subject: The right and procedure to access the injury and illness prevention program~~

When/Whom to Notify: Post and keep posted on premises or via electronic posting, in conspicuous places where employees are employed
Education or Other Legal Code: 2 CCR 11095
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: A notice explaining the CFRA's provisions and procedures for filing complaints of violations of the Act with the Civil Rights Department.

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: Prominently display in location frequented by certificated employees who serve students in any of grades 7-12
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: BP 5145.3
Subject: Information on existing school site and community resources related to the support of students who may face bias or bullying

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15

Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5

Board Policy/Administrative Regulation #: BP 4116

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee
Education or Other Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4118
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Education or Other Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated
Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3

Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education or Other Legal Code: Education Code 48201

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7/4317.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234
Board Policy/Administrative Regulation #: AR 3542
Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480
Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus

Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees

Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file

Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector

Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: New employees upon hire, to all employees annually, at any time upon request, and any time an employee informs an employer that the employee or the employee's family member is a victim

Education or Other Legal Code: Government Code 12945.8

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Accommodations and leave for victims of a qualifying act of violence

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

~~When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed~~

~~Education or Other Legal Code: Labor Code 230~~

~~Board Policy/Administrative Regulation #: AR 4158, 4258, 4358~~

~~Subject: Accommodations and leave for victims of domestic violence~~

When/Whom to Notify: Within one working day of work-related injury or victimization of crime

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemicals are present, within 15 working days after receiving a monitoring result related to an employee exposure determination upon initial assignment and upon new exposure situation

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Contents of 8 CCR 5191, including location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five business days of employee's request for FMLA family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in

designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

[When/Whom to Notify: To all employees working with families experiencing homelessness](#)

[Education or Other Legal Code: Education Code 48851.3, 42 USC 11432](#)

[Board Policy/Administrative Regulation #: AR 6173](#)

[Subject: Duties of district liaison for homeless students and availability of training and services](#)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~board~~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
13 CCR 1234	<u>Reports regarding school buses and bus drivers</u>
13 CCR 2480	<u>Vehicle idling; limitations</u>
2 CCR 11023	<u>Harassment and discrimination prevention and correction</u>
2 CCR 11035-11051	<u>Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions</u>
2 CCR 11087-11098	<u>California Family Rights Act</u>
5 CCR 4622	<u>Uniform complaint procedures</u>
5 CCR 80303	<u>Reports of change in employment status; alleged misconduct</u>
8 CCR 3204	<u>Access to employee exposure and medical records</u>
8 CCR 5191	<u>Chemical hygiene plan</u>
8 CCR 5194	<u>Hazard communication</u>
Civ. Code 1798.29	<u>District records; breach of security</u>

Ed. Code 17612	<u>Notification of pesticide use</u>
Ed. Code 22455.5	<u>STRS information to potential members</u>
Ed. Code 22461	<u>Postretirement compensation limitation</u>
Ed. Code 231.5	<u>Sexual harassment policy</u>
Ed. Code 234.1	Educational Equity: Federal Program Monitoring
Ed. Code 35031	<u>Term of employment</u>
Ed. Code 35171	<u>Availability of rules and regulations for evaluation of performance</u>
Ed. Code 3550	Insurance carrier notice
Ed. Code 37616	<u>Consultation regarding year-round schedule</u>
Ed. Code 44663-44664	<u>Evaluation of certificated employees</u>
Ed. Code 44842	<u>Reemployment notices; certificated employees</u>
Ed. Code 44896	<u>Transfer of administrator or supervisor to teaching position</u>
Ed. Code 44916	<u>Written statement of employment status</u>
Ed. Code 44929.21	<u>Notice of reelection decision; districts with 250 ADA or more</u>
Ed. Code 44929.23	<u>Districts with less than 250 ADA</u>
Ed. Code 44934	<u>Notice of disciplinary action for cause</u>
Ed. Code 44938	<u>Notice of unprofessional conduct and opportunity to correct</u>
Ed. Code 44940.5-44941	<u>Notification of suspension and intent to dismiss</u>
Ed. Code 44948.3-44948.5	<u>Dismissal of probationary employees</u>
Ed. Code 44948.5	<u>Nonreelection procedures; districts under 250 ADA</u>
Ed. Code 44949	<u>Dismissal of probationary employees</u>
Ed. Code 44951	<u>Continuation in position unless notified; administrative or supervisory personnel</u>

Ed. Code 44954	<u>Nonreelection of temporary employees</u>
Ed. Code 44955	<u>Reduction in number of permanent employees</u>
Ed. Code 44955.5	<u>Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</u>
Ed. Code 45113	<u>Notification of charges; classified employees</u>
Ed. Code 45117	<u>Notice of layoff; classified employees</u>
Ed. Code 45169	<u>Employee salary data; classified employees</u>
Ed. Code 45192	<u>Industrial accident and illness leave for classified employees</u>
Ed. Code 45195	<u>Additional leave</u>
Ed. Code 46160-46162	<u>Alternative schedule for junior high and high school; public hearing with notice</u>
Ed. Code 48201	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
Ed. Code 48851.3	<u>Education of students in foster care and students who are homeless</u>
Ed. Code 49013	<u>Complaints regarding student fees</u>
Ed. Code 49079	<u>Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion</u>
Ed. Code 49414	<u>Epinephrine auto-injectors</u>
Ed. Code 49414.3	<u>Administration of opioid antagonist</u>
Ed. Code 51225.25	Student participating in a newcomer program; definition
Gov. Code 1126	<u>Incompatible activities of employees</u>
Gov. Code 12945.8	Accommodations and leave for victims of a qualifying act of violence
Gov. Code 12950	<u>Sexual harassment</u>
Gov. Code 21029	<u>Retirement credit for period of military service</u>

Gov. Code 54957	<u>Complaints against employees; right to open session</u>
Gov. Code 54963	<u>Unauthorized disclosure of confidential information</u>
Gov. Code 8355	<u>Certification of drug-free workplace, including notification</u>
H&S Code 104420	<u>Tobacco-free schools</u>
H&S Code 120875	<u>Information on AIDS, AIDS-related conditions, and hepatitis B</u>
H&S Code 120880	<u>Notification to employees re AIDS, AIDS-related conditions, and hepatitis B</u>
H&S Code 1797.196	<u>Automated external defibrillators; notification of use and locations</u>
Lab. Code 2800.2	<u>Notification of availability of continuation health coverage</u>
Lab. Code 3550-3553	<u>Notifications: Workers' compensation benefits</u>
Lab. Code 5401	<u>Workers' compensation; claim form and notice of potential eligibility</u>
Pen. Code 11165.7	<u>Child Abuse and Neglect Reporting Act; notification requirement</u>
Pen. Code 11166.5	<u>Employment; statement of knowledge of duty to report child abuse or neglect</u>
Unemp. Ins. Code 2613	<u>Disability insurance; notice of rights and benefits</u>
W&I Code 827	<u>Limited exception to juvenile court record</u>
Federal	Description
20 USC 2354	<u>Local application for career and technical education programs</u>
29 CFR 825.300	<u>Family and Medical Leave Act; notice requirement</u>
34 CFR 100	<u>Nondiscrimination under programs receiving federal assistance</u>
34 CFR 104.8	<u>Nondiscrimination</u>

Child Abuse and Neglect Reporting Act

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34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources

Website

Description

[CSBA District and County Office of Education Legal Services](#)

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools

3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction

4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check

4212.5	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check

4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
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4336	Nonschool Employment
4354	Health And Welfare Benefits
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4358	Employee Security
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4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting

5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321	Closed Session
9321	Closed Session

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP 4121: Temporary/Substitute Personnel Regulation and New AR 4121 (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 Policy. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of the revision, a regulation has been added to further support the policy.

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 a future 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 4121 Temporary Substitute \(9 pages\)](#)

[NEW Regulation 4121_ Temporary_Substitute Personnel \(7 pages\)](#)

Policy 4121: Temporary/Substitute Personnel

Status: ADOPTED

Original Adopted Date: 07/01/2012 | **Last Revised Date:** 06/01/2024 | **Last Reviewed Date:** 11/05/2025

The ~~Governing Board of Trustees~~ recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year ~~for~~in positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee, even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

~~The~~Additionally, the Board ~~also~~ shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)

2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)
3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)
4. Serve in a position for a period not to exceed 20 working days, in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
5. Serve only for the first semester, because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to ~~item~~ #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. ~~He/she~~An employee may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of ~~his/her~~ employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of ~~48 hours. (Labor Code 246)~~80 hours or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of ~~his/her~~ employment, after which ~~he/she~~the employee may use the sick days as they are accrued. (Labor Code 246)

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. ~~His/her~~The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in ARAdministrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as ~~he/she~~the employee is notified, before the last day of June, of the district's decision not to reelect ~~him/her~~the temporary employee for the following school year. (Education Code 37200, 44954)

Reemployment as a Probationary Employee

Reemployment provisions contained in Education Code 44918 do not apply to districts with average daily attendance of over 250,000; such districts should modify the following section accordingly.

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, ~~his/her~~the employee's previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to ~~item~~Item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to ~~item~~Item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which ~~he/she~~the employee is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

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~~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 5502	Filing of notice of physical examination for employment of retired person
5 CCR 5503	Physical examination for employment of retired persons
5 CCR 5590	Temporary athletic team coach
5 CCR 80025-80025.5	Emergency substitute teaching permits
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22515	Irrevocable election to join retirement plan
Ed. Code 37200	School calendar
Ed. Code 44252.5	State basic skills assessment required for certificated personnel
Ed. Code 44300	Emergency permits
Ed. Code 44830	Employment of certificated persons
Ed. Code 44839.5	Requirements for employment of retirant
Ed. Code 44845	Date of employment
Ed. Code 44846	Criteria for reemployment preferences

Ed. Code 44909	<u>Employees providing services through categorically funded programs</u>
Ed. Code 44914	<u>Substitute and probationary employment computation for classification as permanent employee</u>
Ed. Code 44915	<u>Classification of probationary employees</u>
Ed. Code 44916	<u>Written statement of employment status</u>
Ed. Code 44917	<u>Classification of substitute employees</u>
Ed. Code 44918	<u>Substitute or temporary employee deemed probationary employee; reemployment rights</u>
Ed. Code 44919	<u>Classification of temporary employees; classifications</u>
Ed. Code 44920	<u>Employment of certain temporary employees; classifications</u>
Ed. Code 44921	<u>Employment of temporary employees; reemployment rights (unified and high school districts)</u>
Ed. Code 44953	<u>Dismissal of substitute employees</u>
Ed. Code 44954	<u>Nonreelection of temporary employees</u>
Ed. Code 44955	<u>Reduction in number of permanent employees</u>
Ed. Code 44956	<u>Rights of laid-off permanent employees to substitute positions</u>
Ed. Code 44957	<u>Rights of laid-off probationary employees to substitute positions</u>
Ed. Code 44977	<u>Salary schedule for substitute employees</u>
Ed. Code 45030	<u>Substitutes</u>
Ed. Code 45041	<u>Computation of salary</u>
Ed. Code 45042	<u>Alternative method of computation for less than one school year</u>
Ed. Code 45043	<u>Compensation for employment beginning in the second semester</u>
Ed. Code 56060-56063	<u>Substitute teachers in special education</u>
Gov. Code 3540.1	<u>Public employment; definitions</u>
Lab. Code 220	<u>Sections inapplicable to public employees</u>
Lab. Code 230	<u>Accommodations and leave for victims of domestic violence</u>

Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Management Resources

	Description
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187
Court Decision	Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Court Decision	Bakersfield Elementary Teachers Association v. Bakersfield City School District (2006) 145 Cal.App.4th 1260
Court Decision	California Teachers Association v. Vallejo City Unified School District (2007) 149 Cal.App.4th 135
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
0500	Accountability
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.2	Certification
4112.2	Certification

4112.3	Oath Or Affirmation
4112.3	Oath Or Affirmation
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.9	Employee Notifications
4112.9	Employee Notifications
4113	Assignment
4113	Assignment
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.3	Oath Or Affirmation
4212.3	Oath Or Affirmation
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5	Criminal Record Check

4212.9	Employee Notifications
4212.9	Employee Notifications
4217.3	Layoff/Rehire
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.3	Oath Or Affirmation
4312.3	Oath Or Affirmation
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.9	Employee Notifications
4312.9	Employee Notifications
4317.14	Postretirement Employment
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4340	Bargaining Units
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves

5141.52	Suicide Prevention
5141.52	Suicide Prevention
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education

Regulation 4121: Temporary/Substitute Personnel

Status: NEW

Original Adopted Date: 11/05/2025 | Last Revised Date: 11/05/2025| Last Reviewed Date: 11/05/2025

Qualifications

Any candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in the person's credential unless the person has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, or is exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. The Superintendent or designee shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Notifications

Before starting work, each new temporary employee shall receive a written statement indicating employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)

The Superintendent or designee shall notify all substitute and part-time certificated employees, within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether the employee elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)

Assignments

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days the employee may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute

teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060, 56061, 56062)

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<u>5 CCR 5503</u>	<u>Physical examination for employment of retired persons</u>
<u>5 CCR 5590</u>	<u>Temporary athletic team coach</u>
<u>5 CCR 80025-80025.5</u>	<u>Emergency substitute teaching permits</u>
<u>Ed. Code 22455.5</u>	<u>STRS information to potential members</u>
<u>Ed. Code 22515</u>	<u>Irrevocable election to join retirement plan</u>
<u>Ed. Code 37200</u>	<u>School calendar</u>
<u>Ed. Code 44252.5</u>	<u>State basic skills assessment required for certificated personnel</u>
<u>Ed. Code 44300</u>	<u>Emergency permits</u>
<u>Ed. Code 44830</u>	<u>Employment of certificated persons</u>
<u>Ed. Code 44839.5</u>	<u>Requirements for employment of retirant</u>
<u>Ed. Code 44845</u>	<u>Date of employment</u>
<u>Ed. Code 44846</u>	<u>Criteria for reemployment preferences</u>
<u>Ed. Code 44909</u>	<u>Employees providing services through categorically funded programs</u>
<u>Ed. Code 44914</u>	<u>Substitute and probationary employment computation for classification as permanent employee</u>
<u>Ed. Code 44915</u>	<u>Classification of probationary employees</u>
<u>Ed. Code 44916</u>	<u>Written statement of employment status</u>
<u>Ed. Code 44917</u>	<u>Classification of substitute employees</u>

<u>Ed. Code 44918</u>	<u>Substitute or temporary employee deemed probationary employee; reemployment rights</u>
<u>Ed. Code 44919</u>	<u>Classification of temporary employees; classifications</u>
<u>Ed. Code 44920</u>	<u>Employment of certain temporary employees; classifications</u>
<u>Ed. Code 44921</u>	<u>Employment of temporary employees; reemployment rights (unified and high school districts)</u>
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<u>Ed. Code 44955</u>	<u>Reduction in number of permanent employees</u>
<u>Ed. Code 44956</u>	<u>Rights of laid-off permanent employees to substitute positions</u>
<u>Ed. Code 44957</u>	<u>Rights of laid-off probationary employees to substitute positions</u>
<u>Ed. Code 44977</u>	<u>Salary schedule for substitute employees</u>
<u>Ed. Code 45030</u>	<u>Substitutes</u>
<u>Ed. Code 45041</u>	<u>Computation of salary</u>
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<u>Ed. Code 45043</u>	<u>Compensation for employment beginning in the second semester</u>
<u>Ed. Code 56060-56063</u>	<u>Substitute teachers in special education</u>
<u>Gov. Code 3540.1</u>	<u>Public employment; definitions</u>
<u>Lab. Code 220</u>	<u>Sections inapplicable to public employees</u>
<u>Lab. Code 230</u>	<u>Accommodations and leave for victims of domestic violence</u>
<u>Lab. Code 230.1</u>	<u>Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off</u>
<u>Lab. Code 233</u>	<u>Leave to attend to family illness</u>
<u>Lab. Code 234</u>	<u>Absence control policy</u>
<u>Lab. Code 245-249</u>	<u>Healthy Workplaces, Healthy Families Act of 2014</u>
<u>Management Resources</u>	<u>Description</u>

<u>Court Decision</u>	<u>Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911</u>
<u>Court Decision</u>	<u>McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170</u>
<u>Court Decision</u>	<u>Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187</u>
<u>Court Decision</u>	<u>Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446</u>
<u>Court Decision</u>	<u>Bakersfield Elementary Teachers Association v. Bakersfield City School District (2006) 145 Cal.App.4th 1260</u>
<u>Court Decision</u>	<u>California Teachers Association v. Vallejo City Unified School District (2007) 149 Cal.App.4th 135</u>
<u>Website</u>	<u>CSBA District and County Office of Education Legal Services</u>
<u>Website</u>	<u>Commission on Teacher Credentialing</u>
<u>Website</u>	<u>CSBA</u>

Cross References

<u>Code</u>	<u>Description</u>
<u>0500</u>	<u>Accountability</u>
<u>4111.2</u>	<u>Legal Status Requirement</u>
<u>4111.2</u>	<u>Legal Status Requirement</u>
<u>4112</u>	<u>Appointment And Conditions Of Employment</u>
<u>4112.1</u>	<u>Contracts</u>
<u>4112.2</u>	<u>Certification</u>
<u>4112.2</u>	<u>Certification</u>
<u>4112.3</u>	<u>Oath Or Affirmation</u>
<u>4112.3</u>	<u>Oath Or Affirmation</u>
<u>4112.4</u>	<u>Health Examinations</u>
<u>4112.5</u>	<u>Criminal Record Check</u>
<u>4112.5</u>	<u>Criminal Record Check</u>
<u>4112.9</u>	<u>Employee Notifications</u>

<u>4112.9</u>	<u>Employee Notifications</u>
<u>4113</u>	<u>Assignment</u>
<u>4113</u>	<u>Assignment</u>
<u>4116</u>	<u>Probationary/Permanent Status</u>
<u>4116</u>	<u>Probationary/Permanent Status</u>
<u>4117.14</u>	<u>Postretirement Employment</u>
<u>4117.3</u>	<u>Personnel Reduction</u>
<u>4127</u>	<u>Temporary Athletic Team Coaches</u>
<u>4127</u>	<u>Temporary Athletic Team Coaches</u>
<u>4140</u>	<u>Bargaining Units</u>
<u>4141.6</u>	<u>Concerted Action/Work Stoppage</u>
<u>4141.6</u>	<u>Concerted Action/Work Stoppage</u>
<u>4151</u>	<u>Employee Compensation</u>
<u>4154</u>	<u>Health And Welfare Benefits</u>
<u>4154</u>	<u>Health And Welfare Benefits</u>
<u>4161.1</u>	<u>Personal Illness/Injury Leave</u>
<u>4161.2</u>	<u>Personal Leaves</u>
<u>4211.2</u>	<u>Legal Status Requirement</u>
<u>4211.2</u>	<u>Legal Status Requirement</u>
<u>4212.3</u>	<u>Oath Or Affirmation</u>
<u>4212.3</u>	<u>Oath Or Affirmation</u>
<u>4212.4</u>	<u>Health Examinations</u>
<u>4212.5</u>	<u>Criminal Record Check</u>
<u>4212.5</u>	<u>Criminal Record Check</u>
<u>4212.9</u>	<u>Employee Notifications</u>
<u>4212.9</u>	<u>Employee Notifications</u>
<u>4217.3</u>	<u>Layoff/Rehire</u>
<u>4227</u>	<u>Temporary Athletic Team Coaches</u>
<u>4227</u>	<u>Temporary Athletic Team Coaches</u>
<u>4240</u>	<u>Bargaining Units</u>

<u>4241.6</u>	<u>Concerted Action/Work Stoppage</u>
<u>4241.6</u>	<u>Concerted Action/Work Stoppage</u>
<u>4251</u>	<u>Employee Compensation</u>
<u>4254</u>	<u>Health And Welfare Benefits</u>
<u>4254</u>	<u>Health And Welfare Benefits</u>
<u>4261.2</u>	<u>Personal Leaves</u>
<u>4311.2</u>	<u>Legal Status Requirement</u>
<u>4311.2</u>	<u>Legal Status Requirement</u>
<u>4312.3</u>	<u>Oath Or Affirmation</u>
<u>4312.3</u>	<u>Oath Or Affirmation</u>
<u>4312.4</u>	<u>Health Examinations</u>
<u>4312.5</u>	<u>Criminal Record Check</u>
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<u>4312.9</u>	<u>Employee Notifications</u>
<u>4312.9</u>	<u>Employee Notifications</u>
<u>4317.14</u>	<u>Postretirement Employment</u>
<u>4327</u>	<u>Temporary Athletic Team Coaches</u>
<u>4327</u>	<u>Temporary Athletic Team Coaches</u>
<u>4340</u>	<u>Bargaining Units</u>
<u>4351</u>	<u>Employee Compensation</u>
<u>4354</u>	<u>Health And Welfare Benefits</u>
<u>4354</u>	<u>Health And Welfare Benefits</u>
<u>4361.1</u>	<u>Personal Illness/Injury Leave</u>
<u>4361.2</u>	<u>Personal Leaves</u>
<u>5141.52</u>	<u>Suicide Prevention</u>
<u>5141.52</u>	<u>Suicide Prevention</u>
<u>6175</u>	<u>Migrant Education Program</u>
<u>6175</u>	<u>Migrant Education Program</u>
<u>6200</u>	<u>Adult Education</u>
<u>6200</u>	<u>Adult Education</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 15, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to BP/AR 5111.1 District Residency (Fox/Nocero)

The Board Policy BP/AR 5111.1 District Residency has been updated based on recommendations from CSBA (California School Board Association). The deleted language is indicated by strikethrough, and highlighted language has been added. The revised policies will be presented for a second reading and adoption at a future Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of Pupil Services that the Board of Trustees receive the revisions to BP/AR 5111.1 District Residency for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [Updated Policy 5111.1 District Residency \(6 pgs\)](#)

[Updated Regulation 5111.1 District Residency \(7 pgs\)](#)

Policy 5111.1: District Residency

Status: ADOPTED

Original Adopted Date: 08/23/2017 | Last Reviewed Date: 08/23/2017

The Board of Trustees desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status **of students or their family members**.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35160.5	Intradistrict open enrollment
Ed. Code 35351	Assignment of students to particular schools
Ed. Code 46600-46611	Interdistrict attendance permits
Ed. Code 48050-48054	Nonresidents
Ed. Code 48200-48208	Compulsory education law
Ed. Code 48204	Residency requirements
Ed. Code 48204.1-48204.4	Evidence of residency
Ed. Code 48300-48317	Student attendance alternatives; school district of choice program
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48853.5	Education of foster youth; immediate enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 52317	Regional occupational program; admission of persons including nonresidents
Fam. Code 6550-6552	Caregivers
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Federal	Description
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
8 USC 1229c	Immigration and Nationality Act
Management Resources	Description
	Promoting a Safe and Secure Learning Environment for All: Guidance and

CA Office of the Attorney General
Publication

[Model Policies to Assist California's K-12 Schools in
Responding to Immigration Issues, April 2018](#)

Court Decision

Katz v. Los Gatos-Saratoga Joint Union High School
District (2004) 117 Cal.App.4th 47

Court Decision

Plyler v. Doe, 457 U.S. 202 (1982)

CSBA Publication

Legal Guidance Regarding International Student Exchange
Placement Organizations, April 2014

CSBA Publication

Legal Guidance on Providing All Children Equal Access to
Education, Regardless of Immigration Status, February
2017

U.S. DOJ & DOE Civil Rights Joint Publication

Information on the Rights of All Children to Enroll in School:
Questions and Answers for States, School Districts and
Parents, May 8, 2014

Management Resources**Description**

U.S. DOJ & DOE Civil Rights Joint Publication Enroll in School,	Fact Sheet: Information on the Rights of All Children to May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication Procedures, May 8, 2014 Website	Dear Colleague Letter: School Enrollment CSBA District and County Office of Education Legal Services
Website	California Secretary of State, Safe at Home Program
Website	U.S. Department of Justice
Website	California Office of the Attorney General
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References**Description**

3260	Fees And Charges
3260	Fees And Charges
3580	District Records
3580	District Records
5021	Noncustodial Parents
5111	Admission
5111	Admission
5112.2	Exclusions From Attendance
5116	School Attendance Boundaries
5116	School Attendance Boundaries
5116-E PDF(1)	School Attendance Boundaries
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
6145.2	Athletic Competition
6145.2	Athletic Competition

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[Independent Study](#)

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[Independent Study](#)

Cross References

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6173-E PDF(2)
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Description

[Transitional Kindergarten](#)
[Education For Homeless Children](#)
[Education For Homeless Children](#)
[Education For Homeless Children](#)
[Education For Homeless Children](#)
[Education For Foster Youth](#)
[Education For Foster Youth](#)
[Education Of Children Of Military Families](#)
[Education Of Children Of Military Families](#)
[Migrant Education Program](#)
[Migrant Education Program](#)
[Home And Hospital Instruction](#)
[Charter School Facilities](#)
[Charter School Facilities](#)

Regulation 5111.1: District Residency

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/23/2017 | Last Reviewed Date: 08/23/2017

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance option, ~~such as an interdistrict attendance agreement or Open Enrollment Act transfer.~~ (Education Code 46600, 48204, 48301, 48356)
4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)
8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)
9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries. (Education Code 48204.3)
10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

~~The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)~~

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 432	Student records
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35160.5	Intradistrict open enrollment
Ed. Code 35351	Assignment of students to particular schools
Ed. Code 46600-46611	Interdistrict attendance permits
Ed. Code 48050-48054	Nonresidents
Ed. Code 48200-48208	Compulsory education law
Ed. Code 48204	Residency requirements

State

Ed. Code 48204.1-48204.4

Ed. Code 48300-48317
[program](#)

Ed. Code 48350-48361

Ed. Code 48645.5

Ed. Code 48852.7

Ed. Code 48853.5

Ed. Code 48980

Ed. Code 52317
[nonresidents](#)

Fam. Code 6550-6552

Gov. Code 6205-6210

Description

[Evidence of residency](#)

[Student attendance alternatives; school district of choice](#)

[Open Enrollment Act](#)

[Former juvenile court school students; enrollment](#)

[Education of homeless students; immediate enrollment](#)

[Education of foster youth; immediate enrollment](#)

[Parent/Guardian notifications](#)

[Regional occupational program; admission of persons including](#)

[Caregivers](#)

[Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction](#)

Federal

42 USC 11431-11435

8 USC 1229c

Description

McKinney-Vento Homeless Assistance Act

[Immigration and Nationality Act](#)

Management Resources

CA Office of the Attorney General
Publication

Court Decision

Court Decision

CSBA Publication

CSBA Publication

U.S. DOJ & DOE Civil Rights Joint Publication

U.S. DOJ & DOE Civil Rights Joint Publication
Enroll in School,

U.S. DOJ & DOE Civil Rights Joint Publication
Procedures, May 8, 2014 Website

[Services](#)

Website

Website

Website

Website

Website

Website

Description

[Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018](#)

Katz v. Los Gatos-Saratoga Joint Union High School District (2004) 117 Cal.App.4th 47

Plyler v. Doe, 457 U.S. 202 (1982)

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Dear Colleague Letter: School Enrollment

[CSBA District and County Office of Education Legal](#)

[California Secretary of State, Safe at Home Program](#)

[U.S. Department of Justice](#)

[California Office of the Attorney General](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

3260

3260

3580

Description[Fees And Charges](#)[Fees And Charges](#)[District Records](#)

Cross References**Description**

3580	District Records
5021	Noncustodial Parents
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5111	Admission
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6145.2	Athletic Competition
6145.2	Athletic Competition
6158	Independent Study
6158	Independent Study
6170.1	Transitional Kindergarten
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
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6175	Migrant Education Program
6175	Migrant Education Program
6183	Home And Hospital Instruction
7160	Charter School Facilities

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: October 15, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to the attached policy and regulation, 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, ~~or 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

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0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
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1312.3	Uniform Complaint Procedures
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3515.4	Recovery For Property Loss Or Damage
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5132	Dress And Grooming
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5145.6	Parent/Guardian Notifications
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5145.7	Sexual Harassment
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6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7110	Facilities Master Plan

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, in no case shall the district require a student to utilize these options because of the student's sex, gender, gender identity, or gender expression. A student's right to participate in a sex-segregated activity in accordance with his/her the 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 pursuant Adherence 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	<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	<u>CSBA</u>
Website	<u>California Department of Education</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>

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
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
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
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9	Employee Notifications
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.21	Professional Standards
4119.21	Professional Standards
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
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
5000	Concepts And Roles
5030	Student Wellness
5111	Admission
5111	Admission
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board

5113.12	District School Attendance Review Board
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.3	Challenging 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
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
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)

5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
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
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
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions 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
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6164.2	Guidance/Counseling Services
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 15, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to the attached policy and regulation, 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

~~h~~

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 15, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to the attached regulation and exhibit, 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 106.4445)~~

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~~
- ~~2. 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~~
- ~~3. 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 factwitnesses, 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
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
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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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
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20 USC 1221	<u>Application of laws</u>

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
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34 CFR 99.1-99.67	Family Educational Rights and Privacy
34 USC 12291	Definition of dating violence, domestic violence, and stalking
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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
Website	U.S. Department of Education, Office for Civil Rights

Cross References

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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
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 15, 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>
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 Talent Search Program	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 15, 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 15, 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 15, 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, October 10, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A



PCO #002

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

Project: 24-022 - Marina West Oxnard LLB
 2501 Carob St
 Oxnard, California 93035
 Phone: 805-385-1554

Prime Contract Potential Change Order #002: Marina West - Scott & Sons - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	FROM:	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Jun Tanaka (Flewelling & Moody)	CREATED BY:	Siliana Chacon (Edwards Construction Group, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/20/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,429.62

POTENTIAL CHANGE ORDER TITLE: Marina West - Scott & Sons - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

CHANGE REASON: Client Request

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

Added Costs due to Unforeseen Phasing - Interim Fire Alarm System for kitchen, CDR and NFL Buildings

In January 2025, it was determined that there would be no interim housing available for the CDR leasing childcare program. As a result, the project had to be restructured into two phases to accommodate continued use of the site.

- **Phase 1:** Construction on the southern half of the property, allowing three existing buildings to be used as interim housing for the preschool program.
- **Phase 2:** Construction on the northern portion of the site, including two buildings and the play field improvements.

This change order includes the additional work required to:

- Disconnect the existing fire alarm system from the main campus.
- Relocate fire alarm modules to establish an independent fire alarm system for the CDR and NFL buildings.

ATTACHMENTS:

[PCO 002 - Interim Fire Alarm_Rev.pdf](#)

#	Budget Code	Description	Amount
1	PCO-002.S Potential Change Order 2.Commitment	Interim Fire Alarm	\$2,076.60
		Subtotal:	\$2,076.60
		Subcontractor (10.00%):	\$207.66
		Contractor (5.00%):	\$103.83
		Bond (2.00%):	\$41.53
		Grand Total:	\$2,429.62



PCO #002

Jun Tanaka (Flewelling & Moody)

99 S. Lake Ave. Suite 300
Pasadena, California 91101

Oxnard School District

1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.

991 Bennett Ave
Arroyo Grande, California 93420

Signed by:

9/12/2025
F08C0A4C84A348D...
SIGNATURE **DATE**

SIGNATURE **DATE**

Signed by:

9/12/2025
BC48820E74504F2...
SIGNATURE **DATE**
Justin Boe VP Operations

Scott And Sons Electric

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

COR 749-02

TO: Edwards Construction
 SPEC. SEC. # : 260000 270000 280000
 JOB NAME: Marina West

ATTN: Siliana
 TRADE: Electrical

JOB ADDRESS:

DATE SUBMITTED: 6/5/2025

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: \$ 2,284.26

INCLUDES:

- Disconnect fire alarm system from main campus
- Relocate modules to establish independent fire alarm system for portables

EXCLUDES:

See Contract

**Marina West - Change Orders : Temp Fire Alarm
Totals (Summary) - Bid Summary: Default**

Material	
Non-Quoted	\$0.00
Quotes	0.00
Sales Tax (8.75%)	0.00
Total Material	\$0.00
Labor	
Direct (20.00 hours @ \$103.83)	\$2,076.60
Non-Productive Labor	0.00
Total Labor (20.00 hours)	\$2,076.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$2,076.60
Profit and Overhead (10.00%)	207.66
Job Total	\$2,284.26
Actual Bid Price	\$2,284.26
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 %	10.00
Gross Profit \$	\$207.66

6/5/2025 12:22:54 PM

Marina West - Change Orders : Temp Fire Alarm

Job Number: CO749-2

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr	Lab P
	--- 18 Misc. ---						
T0001	Disconnect Fire Alarm from Main Campus, Relocate M	1	0.00 E	0.00	20.00 E	20.00	
	--- 18 Misc. Total ---			0.00		20.00	
	Job Total			0.00		20.00	

* Trade Price, Labor column 3