

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template**

School Year

23/24

Date of Board Approval

June 22, 2023

LEA Name

Aveson Global Leadership Academy

CDS Code:

19648810113464

Link to the LCAP:

(optional)

Aveson.org

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A

Supporting Effective Instruction

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

1. Title I, Part A
2. Title II, Part A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;** however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Aveson Global Leadership Academy's strategy for using federal funds to supplement and enhance local priorities funded with state funds are reflected in our LCAP. Our federal funds are used to support the accomplishment of our three LCAP goals with specific strategic actions to achieve those goals.

Goal #1 Aveson Global Leadership Academy will continue promoting a safe, clean and learner centered environment with all staff ensuring each student exemplifies the following statement: "My school expects me to achieve personal excellence and use my voice to advocate for myself and others"

Students at Aveson have voice and ownership in their educational experience. In this learner centered environment, students are expected to be social leaders on campus and in their communities. Currently there are many students who take ownership of and contribute to the physical, socioemotional and intellectual safety of others. However, Aveson needs to ensure all students acquire and exhibit social leadership skills resulting in the highest good of all members of the school community. All staff at Aveson will model, explicitly teach and set clear expectations for students as social leaders.

Goal #2: All students will collaborate with their advisors to determine what gets learned based on Common Core Standards, how the information gets learned based on the best instructional practices, and when the learning meets criteria of mastery. This will result in increased academic achievement for all students on local and state assessments.

There continues to be a gap between the SBAC Math scores of All students, African American and Latino/Hispanic students. With few exceptions, White and Asian students are outperforming all other subgroups including, African American, Latino/Hispanic, English Learners, Socioeconomically Disadvantaged, and Students with Disabilities.

Goal #3: Parents participate in their students' learning process in a manner consistent with Personalized Mastery Learning which will result in a culture that supports student learning, through student/Advisor/family collaboration.

The Aveson learner centered model expects student and parents to be active participants by collaborating with Advisors and school staff. Reports and data on academic, socioemotional and social leadership goals need to be readily accessible so parents can provide support to their students.

Although parent Action Teams are allow for parents to be directly involved with the activities of the schools, and stakeholders provide input on budget and LCAP goals, parents could be more involved in the progress monitoring of the goals and any modifications in activities and funding towards goals.

Federal funds supplement all the actions and strategies of the LCAP by funding the additional instructional assistants in every classroom.

All stakeholders are in agreement with the additional adult support in each classroom needed to ensure Personalized Mastery Learning and Social Emotional Learning is happening for every student especially students needing targeted assistance. Federal funds used to staff the Instructional assistants will also benefit all students.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Aveson Mission: Aveson redefines teaching and learning so all children have the opportunity to experience an exemplary public education. We support innovative teaching methods and a personalized, experience-based learning environment to ensure no child is left unknown.

In order to provide a personalized learning environment, Aveson keeps class sizes below 27 students.

Title 2 federal funds are used to provide professional development for teachers to deliver Personalized Mastery Learning teaching strategies every day.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and

(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

N/A

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (<https://www.cde.ca.gov/pd/ee/peat.asp>) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
 - a. Number of low-income students
 - b. Number of minority students
2. Does the LEA have an educator equity gap –
 - a. If yes, must create a plan which must include root cause analysis of the disparity
 - b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available [here](#).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable. LEA is a charter School

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	<p>An ineffective teacher is any of the following:</p> <ul style="list-style-type: none">• An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or• A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned)• An individual who holds no credential, permit, or authorization to teach in California. <p>Under this definition, teachers with the following limited emergency permits would be considered ineffective:</p>

	<ul style="list-style-type: none"> • Provisional Internship Permits, • Short-Term Staff Permits • Variable Term Waivers <p>Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record</p>
Out-of-field teacher	<p>A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field:</p> <ul style="list-style-type: none"> • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • Short-Term Waivers • Emergency English Learner or Bilingual Authorization Permits <p>Local Assignment Options (except for those made pursuant to the <i>California Code of Regulations</i>, Title 5, Section 80005[b])</p>
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))

4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14)).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Each Action Team is led by an AT Facilitator. All AT Facilitators meet once a month with the Executive Director to discuss progress of AT initiatives and how to leverage resources for all teams. The Executive Director is also responsible for ensuring all AT initiatives are compliant with Education Code and are in line with the vision of the charter. The AT Facilitators are supported by AT Coordinators.

Parent Liaisons organize volunteers to serve students during academic time, gather necessary resources for learning activities not covered in the classroom budget, and ensure all families have access to the latest communication from the Charter School and/or teacher.

The Executive Director and Directors meet with all Parent Liaisons and Action Team facilitators on a regular basis. This meeting ensures coordination of calendar, vision and all resources. This group also advises the Aveson Board on any and all matters related to the strengthening of the ASL community.

Parents of students at Aveson School of Leaders have access to all student learning outcomes (Common Core and State Standards) and can monitor a student's progress towards mastery by logging onto their student's Outcome Tracker.

Training on how to use access and use Outcome Trackers to support student achievement is provided at the beginning of each school year. Teachers and school leadership attend and conduct the training as a positive way to partner with parents on the importance of monitoring and supporting student mastery.

Parents are informed about the programs, meetings and activities through a weekly newsletter called the Aveson Bite.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In order to close the achievement gap, Aveson has created classrooms with no more than 26 students in the classroom with two adults supporting Personalized Mastery Learning. One of the adults is a highly qualified credential teacher/Advisor and the other adult is an Instructional Assistant. Personalized Mastery Learning ensures the Advisor and the learning collaborate on what gets learned, how the learning happens and when the learning is mastered. Aveson utilizes Title 1 funds to fund the additional Instructional Assistant in each classroom. When students are not meeting benchmarks for ELA or Math achievement, they are provided supplemental intervention and supports in and out of the classroom. The students are progress monitored every three weeks to determine if further supports are needed.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson's Homeless Policy ensures homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state of California academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness. In order to help facilitate the enrollment, placement, and transfer of homeless children and students to the Charter School, the Governing Board designates the Executive Director as the Charter School's liaison. The role of the liaison is to facilitate the appropriate placement and enrollment for homeless students, and serve as the primary resource person to students, families, and staff.

In order to ensure the needs of homeless students are met at Aveson Global Leadership Academy, the Homeless Student Liaison will gather and maintain listings of appropriate resources for students and their families and will ensure they are maintained informed of the educational rights and responsibilities of the school as outlined in the school's Homeless Student Policy. Furthermore, the Liaison will identify and provide school employees with information and best practices for meeting the academic, social, and emotional needs of homeless students. Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4))

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy helps students transition from elementary school to middle school and from middle school to high school through bridging days and activities. Throughout the 2nd semester of their 5th grade year, students at AGLA's sister school Aveson School of Leaders (TK-5th grade) have the opportunity to spend a day on the AGLA campus shadowing as current 6th grades student. This shadow experience is also offered to 8th grade students who will be transitioning to high school at AGLA. Shadow days are also available to any new or prospective AGLA students who will or may be attending AGLA the following academic year.

Many colleges and universities visit and present at AGLA in order to provide students with the exposure to requirements for admissions and success at higher education programs. 11th and 12th grades students also have the opportunity to joining one of two Campus Road Trips to colleges and universities throughout California. This provide a more experiential learning exposure to life beyond high school.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title I, Part D funding.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

Aveson Global Leadership Academy supports new teachers by providing collaboration time and coaching from the Personalized Mastery Learning Coach. Personalized professional development plans are created collaboratively including goals for continuous improvement.

New school leaders are coaching and mentored by the Chief Executive Officer or Executive Director. The school utilizes the Birkman Leadership and the Stop Guessing assessments as a self reflection tool for leaders and as a basis for school leader communication and goal setting.

Every Monday afternoon is a dedicated student free time for all staff to receive whole group and personalized professional development.

The professional development systems and processes are evaluated through a collaborative process with the Executive Director, Personalized Mastery Learning Coach and the teacher/Advisor.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable. LEA is a charter school.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
 - a. Teachers
 - b. Principals and other school leaders
 - c. Paraprofessionals (including organizations representing such individuals)
 - d. Specialized instructional support personnel
 - e. Charter school leaders (in a local educational agency that has charter schools)
 - f. Parents
 - g. Community partners
 - h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

The use of data to inform instruction is a key feature that guides the classroom practice at Aveson. Advisors meet in content data teams for collect, analyze, synthesize, and report student performance using various data points to create a broad picture of student learning. These data points include CAASPP scores, NWEA MAP Scores and classroom assessments.

Analysis from the data teams drives conversations regarding instructional growth areas for teacher/Advisors. The Personalized Mastery Learning Coach consults with each teacher/Advisor to determine the strongest personalized professional development plan and how to assess the success of the plan through classroom observations, student and family feedback and Celebrations of Learning and Student Led Conferences.

Title 2 funded professional development activity decisions are made through a collaborative process with the Executive Director, Personalized Mastery Learning Coach and the teacher/Advisor.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title III, Part A funding.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title III, Part A funding.

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
 - are focused on English learners and consistent with the purposes of Title III;
 - enhance the core program; and
 - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title III, Part A funding.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Aveson Global Leadership Academy does not receive Title III, Part A funding.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than \$30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
 - a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Arlynn Paige, whole child enrichment, well rounded education, effective use of technology. Spanish for AGLA.

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least \$30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at <https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp>.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: <https://www.cde.ca.gov/sp/st/>

California Department of Education
February 2022

2023-24 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Aveson Global Leadership Academy
Expenditures for Fiscal Year Ending June 30, 2024-Budgeted
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	100,511.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		100,511.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	100,511.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		100,511.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

2023-24 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Aveson School of Leaders
Expenditures for Fiscal Year Ending June 30, 2024-Budgeted
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	309,969.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		309,969.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		Function Codes
Instruction	1000-1999	309,969.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		309,969.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

AVESON CHARTER SCHOOLS

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Aveson Charter Schools;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of Aveson Charter Schools has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 22, 2023

Board Member

Board Member

Board Member

Board Member

Board Member

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
AVESON CHARTER SCHOOLS & FUSION MEDIA GROUP**

This Agreement is made between Aveson Charter Schools (“ACS”), a California charter school, with its principal place of business at 1919 Pinecrest Drive, Altadena, CA 91001 and Fusion Media Group, Inc. (“Independent Contractor”).

It is the desire of ACS to engage the services of Independent Contractor to serve ACS. Such services and the relationship between ACS and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in Attachment A on ACS’s behalf. Independent Contractor understands and agrees that the payment for services outlined in Section 2 herein shall cover the 20 hours per week/80 hours per month Independent Contractor provides services to ACS as outlined in Attachment A.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, ACS agrees to pay Independent Contractor at the monthly rate of \$4,200 in anticipation of Independent Contractor providing services for the 2023-24 school year, consistent with the Scope of Services as specified in Attachment A. Discounted hourly rate of \$50 will apply to any hours over the 20 hours/week or 80 hours/month outlined in Section 1.

SECTION 3. EXPENSES. However, ACS shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. ACS shall pay Contractor within fourteen (14) days from the date of each statement.

SECTION 4. MATERIALS. Independent Contractor will furnish all equipment and supplies used to provide the services required by this Agreement. This does not include printing and copying supplies which will be provided or reimbursed by ACS.

SECTION 5. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to ACS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for ACS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents ACS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to ACS. However, ACS shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 6. TERM OF AGREEMENT. This agreement will become effective on July 1, 2023 and terminate on the earlier of June 30, 2024, or the date either party terminates the Agreement as provided below.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause at any time by providing 30 days written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the ACS charter.

SECTION 8. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an independent contractor, not an employee of ACS. Independent Contractor's employees or subcontractors are not ACS's employees. Independent Contractor and ACS agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at Attachment A as dictated by the ACS Executive Director and/or Board.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; ACS shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from ACS in the skills necessary to perform the services required by this Agreement.
- (f) ACS shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of ACS.

SECTION 9. WORKERS' COMPENSATION. ACS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. ACS will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf, or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If the Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to ACS. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by ACS.

SECTION 11. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by ACS and/or used by ACS in connection with the operation of its business including, without limitation, ACS's business and product processes, methods, pupil/personnel record information, accounts and procedures.

SECTION 12. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and ACS. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 13. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 14. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Los Angeles County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Los Angeles County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 15. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and ACS. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable

for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on ACS's premises to the extent such actions or omissions were not caused by ACS. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHERS LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 16. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor If to ACS:

Fusion Media Group, Inc. Aveson Charter Schools 1740 Meridian Avenue
1919 Pinecrest Drive
South Pasadena, CA 91030 Altadena, CA 91001

SECTION 17. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 18. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 19. AVAILABILITY OF ACS EXECUTIVE LEADERSHIP. Aveson Charter Schools executive leadership agrees to make themselves readily available to ensure that Independent Contractor has the ability to complete their services to the highest level of quality and integrity.

SECTION 20. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

IGNATURES

ON BEHALF OF ACS:

Ian McFeat, Executive Director
Aveson Charter Schools

Date: _____

INDEPENDENT CONTRACTOR:

Kelly Finley
Fusion Media Group, Inc.

Taxpayer ID Number: 26-2843136 _____

Date: _____

Attachment A Scope of Services

Services to be provided by Independent Contract are as follows:

Communication, Marketing and Branding Support

- Provide Executive Director and Site Directors with communications support via communications consultations, execution of communication pieces such as press releases, letters, emails, website, or other mediums necessary to address any other situations.
- Produce a monthly schoolwide newsletter.
- Support Executive Director and Site Directors with periodic Snapshots & News communications to provide “pop-up” celebrations about our schools.
- Work with Executive Director and Site Directors to develop communications goals and calendar for the 2023-2024 school year, identify communication channels to adequately reach internal and external communities, and identify key staff to implement regular communications throughout the year.

Social Media: Content Management

- Ensure that Aveson Charter Schools has a robust social media presence on a minimum of two platforms including Instagram & Facebook.
- Develop strategies in collaboration with Executive Director, Site Directors, advisors, staff and ACO to improve social media engagement and generate quality content that clearly supports the Aveson brand, vision, mission and student recruitment.
- Engage community partners via social media to create positive connections to Aveson Charter Schools.

Annual Fund: Communication and Marketing

- Provide staff support for the Annual Fund Action Team.
- Collaborate with the Executive Director to cultivate annual fund giving from the philanthropic community.
- Develop outreach strategies to Aveson alumni, vendors, and other community members to cultivate Annual Fund donations.
- Manage Annual Fund giving platform and serve as the staff contact for Annual Fund donors.

Parent Square Management & Promotion

Serve as the primary administrator/platform expert of ParentSquare to ensure the following:

- Staff is fully trained in the effective use of Parent Square and understand/buy into the purpose for using the platform as Aveson’s communications hub.
- Assign staff roles on Parent Square in consultation with the Executive Director and Site Directors and clearly communicate roles to all staff.

- Collaborate with Aveson's data administrator to ensure data is up-to-date and accurate and that the platform is properly linked to Aveson's Student Information System (SIS), PowerSchool.
- Ensure that Aveson parents/families are aware of the Parent Square platform, understand how to use it, and that the app is adopted by a large percentage of families.

Website: Content Management

- Support Executive Director in the branding support for a new website.
- Keep the website current and relevant by providing branding, messaging and content support.


Certificate Of Completion

Envelope Id: F267ADC09F7C4978975BDB51029FE6C7	Status: Completed
Subject: Complete with DocuSign: KELLY FINLEY 2022 2023 AGREEMENT .docx	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Shameka Henderson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5853 6th Ave
	nil
	Los Angeles, CA 90043
	info@ascendhrconsulting.org
	IP Address: 128.92.233.74

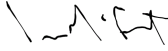
Record Tracking

Status: Original	Holder: Shameka Henderson	Location: DocuSign
10/14/2022 11:04:45 AM	info@ascendhrconsulting.org	

Signer Events

Signer Events	Signature	Timestamp
KELLY FINLEY KELLYFINLEY@AVESON.ORG Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 198.188.7.91	Sent: 10/14/2022 11:12:26 AM Resent: 10/17/2022 11:57:01 AM Viewed: 10/17/2022 12:04:15 PM Signed: 10/24/2022 12:15:59 PM


Electronic Record and Signature Disclosure:
Accepted: 10/14/2022 12:45:53 PM
ID: 6a21b053-d076-4d34-b57d-34476571c9e3

IAN MCFEAT IANMCFEAT@AVESON.ORG Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 128.92.233.74	Sent: 10/24/2022 12:16:01 PM Resent: 1/18/2023 3:24:09 PM Viewed: 1/18/2023 4:09:52 PM Signed: 1/18/2023 4:10:13 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/18/2023 4:09:52 PM
ID: 6bc5b15b-d6c0-43c0-93d2-c60c6298985b

In Person Signer Events

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Agent Delivery Events	Status	Sent: 1/18/2023 4:10:15 PM

humanresources@aveson.org		
Intermediate Delivery Events	Status	Timestamp
Security Level: Email, Account Authentication (None)		
Certified Delivery Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 11/21/2022 8:39:03 AM
ID: 95bff03-e7fe-4703-96e4-a255e1122347

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/14/2022 11:12:26 AM
Certified Delivered	Security Checked	1/18/2023 4:09:52 PM
Signing Complete	Security Checked	1/18/2023 4:10:13 PM
Completed	Security Checked	1/18/2023 4:10:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ascend HR Consulting LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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RESOLUTION NO. 44258.3

***Resolution of the Board of Directors of Aveson Schools
for Authorization of Teaching Assignments
for the 2023-24 School Year***

WHEREAS, Education Code Section 47605(l)(1) provides that “[t]eachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment,” and, in the alternative, that “[a] governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district;” and

WHEREAS, Aveson Schools (the “Charter School”) is a direct-funded charter school and thus, its Governing Board, as the Charter School’s governing body, may authorize the Charter School to utilize local assignment options for the purpose of legally assigning certificated teachers to teach classes/courses beyond the subjects and classes specifically authorized by their certification; and

WHEREAS, Education Code Section 44256(b) provides one such local assignment option, that by resolution, the governing board of a school district (and by extension through Education Code Section 47605(l)(1), the governing boards of charter schools), may authorize the holder of a Multiple Subject Teaching Credential or a Standard Elementary Credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or 6 upper division or graduate units, of course work at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent; and

WHEREAS, Education Code Section 44258.2 provides a local assignment option, that the governing board of a school district (and by extension through Education Code Section 47605(l)(1), the governing boards of charter schools), may authorize the holder of a Single Teaching Credential or a Standard Secondary Teaching Credential to teach any subject to a given class or group of students in grades 6 to 8, inclusive, provided that the teacher has completed at least 12 semester units, or 6 upper division or graduate units, of course work at an accredited institution in the subject to which he or she is assigned. The authorization shall be with the teacher’s consent; and

WHEREAS, Education Code Section 44258.3 provides a local assignment option allowing school districts (and by extension through Education Code Section 47605(l)(1), charter schools) further flexibility for assigning teachers, which states:

- (a) The governing board of a [charter school] may assign the holder of a credential, other than an emergency permit, to teach any subjects in departmentalized classes in kindergarten or any of grades 1 to 12, inclusive, provided that the governing board verifies, prior to making the assignment,

that the teacher has adequate knowledge of each subject to be taught and the teacher consents to that assignment. The governing board shall adopt policies and procedures for the purpose of verifying the adequacy of subject knowledge on the part of each of those teachers. The governing board shall involve subject matter specialists in the subjects commonly taught in the [charter school] in the development and implementation of the policies and procedures, and shall include in those policies and procedures both of the following:

- (1) One or more of the following ways to assess subject matter competence: observation by subject matter specialists, as defined in [Education Code Section 44258.3(d)]; oral interviews; demonstration lessons; presentation of curricular portfolios; and written examinations.
 - (2) Specific criteria and standards for verifying adequacy of subject matter knowledge using any of the methods in paragraph (1) [immediately above]. The criteria shall include, but need not be limited to, evidence of the candidate's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject to be taught and the specific content of the course of study in the school district for the subject, at the grade level to be taught.
- (b) Teaching assignments made pursuant to this section shall be valid only in that [charter school]. The Executive Director, or other appropriate administrator, shall notify the exclusive representative of the certificated employees for that school district, as provided under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, of each instance in which a teacher is assigned to teach classes pursuant to this section. ...
-
- (d) For the purposes of this section, "subject matter specialists" are mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regionally subject matter projects or curriculum institutes, or college faculty.

WHEREAS, Education Code Section 44258.7(c)-(d) provides a local assignment option, that the governing board of a school district (and by extension through Education Code Section 47605(1)(1), the governing boards of charter schools), may authorize a teacher employed on a full-time basis who teachers any of grades 6 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization, with his or her consent, to be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments;

WHEREAS, Education Code Section 44263 provides a local assignment option, that the governing board of a school district (and by extension through Education Code Section

47605(1)(1), the governing boards of charter schools), may authorize a teacher licensed pursuant to Education Code Section 44250, *et seq.* to teach a single subject class in which the teacher has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if the teacher holds at least 60 semester hours equally distributed among the 10 areas of a diversified major set forth in Education Code Section 44314; and

WHEREAS, the Governing Board of the Charter School has adopted, through its Policy Regarding Assignment of Teachers and Use of Local Assignment Options (Policy # 3) policies and procedures for the purpose of verifying qualification for and compliance with the foregoing local assignment options provided under Education Code Sections **Assignment Under Education Code Section 44258.3**

Assignment based on subject matter knowledge.

[] (Check if applicable)

Members of the Assignment Review Panel (must include at least one subject matter expert):

<u>Name</u>	<u>Title</u>	<u>Expertise</u>
Ian McFeat	Executive Director	Masters in Education, 23 years experience in Secondary Education
Byron Flitsch	PML Director	Masters in Curriculum Development, multi-subject credential, Multiple and Single Subject Mentor certification, LACOE via San Diego University
Shameka Henderson	Human Resource Consultant	Human Resources Consultant
Art Chmielewski	Project Manager Jet Propulsion Laboratory	Lead Rocket and Space Scientist at JPL, author of best selling science books.

Assessment of Adequacy of Subject-Matter Knowledge

A. Criteria and standards used to verify the adequacy of subject matter knowledge (i.e., applicable state standards and standards for assessing teacher competency in the subject area):

State Standards: Andrew understands a solid understanding of the content knowledge specified in the state standards.

Academic Coursework: Andrew has specific coursework related to the subject area and also commonly can demonstrate subject matter knowledge.

Continuing Professional Development: Andrew has experienced science-based professional development and will continue to be supported with professional

resources to continue development

Peer and Supervisor Coaching: Observations and coaching have supported Andrew’s understanding of scientific content and will continue to be supported.

B. Methods used to assess the teacher for subject matter competency (check and describe each as applicable):

√	Method	Describe
	Successful prior teaching experience of the subject	
	Successful completion of intensive professional development in the subject to be taught	
	Review of a curricular portfolio containing evidence of demonstrated knowledge	
x	Results of an oral interview	Andrew is an experienced educator with a strong interest in high school science teaching. His expertise lies in creating engaging and dynamic learning environments that foster curiosity and critical thinking among his students. With a comprehensive understanding of scientific principles and a passion for hands-on experiments, Andrew has successfully instilled a love for science within a contemporary political perspective for his students. He excels at adapting instructional methods to accommodate diverse learning styles and abilities, while also cultivating a collaborative classroom atmosphere where every student feels valued and supported. Andrew’s effective communication skills enable him to convey complex concepts in a relatable manner, ensuring that his students develop a solid foundation in science and are well-prepared for future academic and professional pursuits. His commitment to excellence and dedication to student

		success make him a highly effective high school science teacher.
	Successful completion of college or university course work in the subject	
	Passage of an examination related to the course, grade level and state framework for the subject to be taught	
	Observation of the teacher in the subject and grade level(s) currently being taught by a subject matter specialist	
	Observation of a demonstration lesson in the subject to be taught at the grade level to be taught	
	Successful prior work experience in the content area	
	Proof of professional performance in the content area	
	Other (specify)	

C. Based on information gathered using the above methods, and in light of the identified standards and criteria, summarize evidence of teacher’s knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject to be taught and the specific content of the course of study for the subject, at the grade level(s) to be taught:

Integrated Science I, II, III

Recommendations of the Assignment Review Panel Andrew is recommended for this assignment and this will be reviewed at end of academic year to determine if criteria was met and if students are progressing within state standard expectations.
; and

WHEREAS, Education Code Section 47605.4 provides that “[n]otwithstanding subdivision (l) of Section 47605, teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment,” and [Andrew Jack] were employed by the Charter School during the 2019-20 school year and are thus not required to hold a certification in their respective area of assignment, nevertheless, the Charter School desires to affirm the statutory basis for their assignments, going forward, under the local assignment options provided in the Education Code; and

WHEREAS, the Executive Director of the Charter School has presented the Governing Board with sufficient evidence, attached hereto, that [Andrew Jack] qualify for assignment under a local assignment option.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Education Code Section 47605(l)(1) the Governing Board of the Charter School approves the following teaching assignments in accordance with Education Code Sections **44258.3** for the school year 2023-2024:

<u>NAME</u>	<u>SUBJECT TO BE TAUGHT</u>	<u>LEGAL AUTHORITY</u>
Andrew Jack	Integrated Science I, II, III	Sections 3

BE IT FURTHER RESOLVED that the Executive Director, or their designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this resolution.

Approved this 20th day of June, 2023

Ayes:

Nos:

Abstentions:

Printed Name:
Title: Secretary of the Governing Board



**AVESON
SCHOOLS**

Aveson School of Leaders

Student/Family Handbook

2023-2024

Revised May 2023

Board Approved:

1919 East Pinecrest Drive, Altadena, CA 91001
phone (626) 797-1440 • fax (626) 797-1918 • www.aveson.org

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Introduction

Welcome to Aveson Schools!

Aveson Schools are free public schools. They consist of two, small, student-centered learning communities with a focus on personalized learning, social leadership, and healthy living. Aveson School of Leaders (ASL) is our school of TK-5th grade students, Aveson Global Leadership Academy (AGLA) is our school of 6-12th grade students. ASL and AGLA are two separate Local Education Agencies and have two separate charters. The Aveson Independent Studies program is our home study program for TK-12th grade students and are programs within ASL and AGLA that offer families a hybrid home-school experience. Independent Studies TK-5th grade students are located on the ASL campus and Independent Studies 6th-12th grade students are located on the AGLA campus.

The co-founders of Aveson dreamed of a place where students of all cultural, socioeconomic and academic backgrounds would reap the rewards of a state of the art education on a typical public school budget. And because we know all students do not learn in the same way, Aveson is a place where students are seen and heard as people first so that academic learning, social leadership skills and healthy living are maximized.

We believe...

- Social leadership requires personal responsibility.
- Personal responsibility develops by connecting ideas and people.
- Connecting ideas and people requires access to knowledge and a willingness to learn.
- It is both how we pursue our learning and what we do with our knowledge that sets us apart.

Aveson's Mission

Aveson's mission is to redefine teaching and learning so all children have the opportunity to experience an exemplary public education. We provide the right instruction for every student every day by supporting innovative teaching methods and a personalized, experience-based learning environment to ensure no child is left unknown.

Our mission is supported by **The Aveson Way** and our **Guiding Principles**:



Aveson's Guiding Principles

1. Vision means seeing what could be and what will be and living the difference.
2. How you say it is as important as what you say.
3. Everyone's time is valuable.
4. Our growth together requires us to grow individually.
5. There is no such thing as too much truth.
6. When identifying problems, offer strategies and solutions.
7. Your commitment is to make others around you successful.
8. Integrity is everything.

Aveson's Culture and Climate

At Aveson, we create a climate and culture of safety, connectedness and composure. Aveson defines climate as the environment in which a student learns. We know we have a positive climate when our students feel like they are safe, valued, treated equitably and can advocate for themselves in this positive culture. Culture, on the other hand, is our set of core values (The Aveson Way) and Guiding Principles, plus patterns of behavior that are supported by the Aveson community through our school-wide policies and our customary ways of acting. Aveson's culture answers the questions: "What is this school about?" and "What is important

here?" By building a positive culture and climate, Aveson strives to have its culture and climate align directly to its mission.

In order to promote a culture and climate that focuses on the academic, emotional, behavioral, and physical safety of all persons on campus, Aveson has established the following four safe school goals:

- All students and staff members will be provided a safe and respectful teaching and learning environment.
- All students will be safe and secure while at school and when traveling to and from school related activities.
- All students and their guardians will have access to all available community resources.
- Aveson Schools will provide an educational environment where students, parents, staff, and community members shall effectively communicate in a manner that is respectful to all cultural, racial, family, and religious backgrounds.

What is a Charter School?

There are more than 700 public charter schools in the state of California. Although each one may be unique in mission, program and challenges, they all have some critical elements in common. Primarily, charter schools address the need for parents to have expanded choices in the kinds of educational experiences available to their children.

Although the Pasadena Unified School District authorizes our public charter schools, Aveson Schools is a public, independent California nonprofit corporation, a 501(c)(3) corporation. Aveson School of Leaders and Aveson Global Leadership Academy are their own Local Education Agencies, separate from PUSD. This means we manage our own finances, staffing, special education services and curricular choices as well as maintain our own Board of Directors.

To view our written charters in full, please refer to Aveson's website (www.aveson.org) or ask for a copy in the main office.

Board of Directors

The founders of Aveson Schools - believed the best decisions made at a school are made by those closest to the students. So at Aveson, advisors (teachers) have the autonomy to make the right decisions for the students in their classrooms. The school administration also has autonomy to make the best decisions for the entire school staff and student body. The role of the Aveson Board of Directors is to oversee the outcomes of those decisions and guarantee success in the following four areas: 1) Finance, 2) Compliance, 3) Academics and 4) Fidelity of the Charters.

The following is a list of current board members for the 2023-2024 School Year:

Elsia Rivas-Gomez - President
Trinity Jolley
Jeiran Lashai
Javier Guzman
James Perreault
Mari Bennett

Regular board meetings are held monthly, starting at 6:00 pm., typically on the last Thursday of the month. If the date needs to change, communication will be sent out to the community. There is no meeting in July of each year. Agendas and the location of the meeting are posted 72 hours in advance outside of the main office at Aveson School of Leaders and the Aveson website, www.aveson.org. Special board meetings are called as needed. Special meeting agendas are posted 24 hours prior to the meeting. All members of the public are welcome and may provide public comment at the beginning of the meetings. The best way to communicate with the Board is by attending a Board meeting and speaking during public comment.

In compliance with State of California laws, all Aveson Board of Director Meeting agendas and minutes are available to the public online at [Board of Directors — Aveson Charter School](#).

Purpose of This Handbook

The purpose of this handbook is to provide all Aveson School of Leaders community members with information regarding our philosophies, policies, and procedures regarding the academic, emotional, behavioral, and physical safety of all persons on campus.

Get to Know Aveson School of Leaders

How Learning Happens at Aveson School of Leaders

Aveson Schools adhere to three core tenets as part of their charter:

Personalized Mastery Learning

Personalized Mastery Learning (PML) allows for students and advisors to have a conversation about what gets learned, how it gets learned and when the learning happens. Within ASL's research-based and defined curricula, students, advisors and families work together to establish relationships and relevance in learning, to define each student's learning path, to determine learning expectations and then to develop methods for students to reflect and defend their learning in order to show mastery.

Social Leadership

At Aveson we believe that social leadership skills are every bit as important as academic content skills. By focusing on communication skills, self-managed projects and cooperative learning, we guide students so that their unique potentials develop.

Healthy Living

Healthy living focuses on learning about and managing emotional, mental and physical health. These topics are integrated into the school day through explicit units and small projects during an advisory period at the start of each day. Advisors help students learn about how their brains work in times of stress so they can make healthy decisions, provide supportive environments so students feel safe and teach conflict resolution skills so children understand how to stay connected even in times of disagreement.

Cadres / Grade Level Models

At Aveson we embrace a variety of classroom options. In Transitional Kindergarten and Kindergarten, students spend their day in a self-contained classroom with one advisor who oversees all content areas. Starting in 1st grade - 5th grade, students spend their day with content advisors who teach literacy, mathematics and projects. Students rotate to each content advisor during a block rotation schedule. There are also occasions for other grade levels to have self-contained classrooms or multi-age classrooms. This is determined based on staffing, enrollment and student need.

Curriculum

Aveson's curriculum is guided by Common Core State Standards for Language Arts and Mathematics, Next Generation Science Standards, 21 Century Skills and Global Competencies and the CA History/Social Science Framework. In addition, school wide curriculum includes:

- Pollyanna Curriculum - Anti-racist and social justice education
- MindUp - social emotional learning
- Conscious Discipline - social emotional learning
- Units of Study - Readers and Writers Workshop
- SIPPS Curriculum - Explicit and direct reading instruction (K-5)
- Heggerty Literacy Curriculum (Tk)
- Words Their Way Spelling
- Handwriting Without Tears (K-2)
- Eureka Math
- Projects Based Learning

Project-Based Learning

ASL advisors use flexible learning schedules to provide students with authentic project-based learning experiences. Through project-based learning, students explore relevant science and history/social science topics. All Aveson projects are designed for students to take an informed position on a relevant topic and take action.

Physical Education

Aveson offers a PE program that is both in alignment with state required instructional minutes as well as Aveson's healthy living focus. PE is taught by advisor teams.

Enrichment Programs

Students have regular opportunities to participate in enrichment experiences provided by our Healthy Living Coordinator and Enrichment Advisor. Such activities may include gardening in our school garden, cooking or visual and performing arts.

Homework

Aveson adheres to a non-traditional homework policy. Homework is personalized and assigned on a student-by-student basis and determined by need.

Academic Progress and Reporting

Assessment

Aveson uses research-based assessment systems designed to assess students in order to determine their instructional needs and strengths rather than evaluate and "grade" students. The following types of assessments are used:

- Writing Prompts, analyzed using writing rubrics
- Spelling Inventories
- Acadience (reading fluency)
- Math Interim Assessments
- iReady Diagnostic Assessment

California Assessment of Student Performance and Progress

Each spring, 3rd through 5th grade students participate in CAASPP testing. CAASPP is California's academic testing program intended to provide information used to monitor student progress. CAASPP includes computer adaptive tests in English-Language Arts and Mathematics as well as grade 5 Science and physical education.

Non-Traditional Academic Progress Reporting

Aveson adheres to non-traditional academic progress reporting. Instead of earning a traditional letter grade, students work toward proficiency of outcomes. Aveson has converted each Common Core Standard into an "I can..." statement. The "I can..." statements are called Academic Outcomes. Each and every student works towards proficiency on the Outcomes at their particular level with the end goal of academic performance at or above grade level. "I Can..." statements are also used to support students' social-emotional learning.

For a copy of a traditional transcript/report of progress, please contact the ASL office.

Triad Conferences

At the beginning of the school year, students, parents/guardians, and advisors participate in a Triad conference. During the Triad, each member of the triad contributes information that will help shape students' personalized mastery learning experience.

Student-led Conferences (SLC)

During SLCs, students have the opportunity to share some of the learning outcomes they are mastering as well as demonstrate some of their learning. SLCs emphasize the core academic subjects of literacy and math.

Celebration of Learning (COL)

Students get to showcase their achievements several times a year through COL. During COL, students lead demonstrations of recently acquired skills, present projects, as well as share progress towards established goals. Family members are invited to participate and serve as an authentic audience for students.

Progress Reporting in the Independent Studies Program

For students enrolled in the independent studies program, parents take on the role of home educators and are closely involved in monitoring their scholars' progress on a daily basis. As such, independent studies scholars do not participate in student led conferences or triads in the same way as their ASL peers. Instead, within every 25 school days, scholars and home educators attend a progress meeting with their advisors to collaborate on academic goal setting and planning of assignments. Independent study students will participate in Celebrations of Learning in order to share their in-person and online experiences in classes with family and friends.

Communication at ASL

ParentSquare

At Aveson, open communication is encouraged, welcomed, and appreciated. To stay abreast of the dynamic school environment, it is crucial to be proactive in receiving and requesting information. Communication to and from school occurs through ParentSquare, Aveson's communications platform. Please take time to set your preferences on how often you wish to receive notifications on the ParentSquare app and check your ParentSquare dashboard on a regular basis for information from your child's advisors, from your school and from your classroom Parent Liaison (PL). A PL is a parent volunteer who helps the classroom advisor with class communication, projects and field trips among other things.

Telephone & Text Broadcasting

Aveson also uses ParentSquare as a telephone broadcast system that enables school personnel to notify all households and parents by phone or text within minutes of an emergency or unplanned event that causes early dismissal, school cancellation, or late start. The service may also be used from time-to-time to communicate general announcements or reminders.

Social Media

Aveson utilizes social media as an additional channel to share news, photos, reminders, and celebrations with families and the greater community. Follow Aveson Schools on [Facebook](#), [Instagram](#), and [YouTube](#) for another way to stay in touch with Aveson.

How to Resolve a Complaint or Concern

At times, parents or guardians may have a complaint or concern that they wish to voice. We welcome direct and swift communication in order to be most effective in helping to resolve the situation. Aveson believes that conflicts are best handled when taken directly to the person that the conflict involves.

- Concerns, complaints, or questions regarding your student's academic and/or behavior progress should be addressed directly to your student's advisor.
- Concerns, complaints, or questions regarding school policies, procedures, or philosophies should be addressed with a school administrator.
- Concerns that cannot be adequately addressed with your student's advisor should be directed to a school administrator.
- You may call the main office to set up a phone or in-person conference with the person with whom you need to speak with.

***Please note, that in order to maintain the safety of all of our students, at no time may a parent or guardian approach or address another student regarding a concern that they may have. Concerns need to be brought to the appropriate school adult only.*

***Please note, due to federal law, at no time will the school be able to share information with a family about another family's student.*

Safety Procedures, Policies, and Protocols

Disaster Preparedness

Aveson has a comprehensive disaster preparedness plan in order to maintain the safety of all persons on campus in the event of an emergency. Our disaster preparedness plan includes:

- California Education Code mandated monthly fire drills and thrice-yearly earthquake drills. During these drills all persons on campus practice safe “duck and cover” procedures in the case of an earthquake in conjunction with safe evacuation of building procedures.
- A yearly disaster drill. During this yearly drill, all school personnel are assigned to a crisis response team and the entire school simulates a grave earthquake disaster.
- A yearly “lock-down” drill. During this yearly drill, all persons on campus secure themselves in the event of an on-campus intruder.
- A designated safe location in the event that all persons on campus need to evacuate the school buildings.
- Purchasing and maintaining disaster preparedness supplies. These supplies include, but are not limited to: sanitation supplies, search and rescue supplies, first aid supplies, and food and water for up to three days.
- Providing school personnel with first aid and CPR certification courses.

In the event of a school or city/state-wide emergency, all persons on campus are mandated to follow the school's disaster preparedness plan and to follow the directions of any school staff member. In order to keep all children safe, we ask all guardians coming to campus to pick-up their child adhere to the following policies and procedures:

Do not telephone the school. Telephone lines may be needed for emergency communication. Instead, turn your radio to KFI 640 AM, KNX 1070 AM, or KFWB 980 AM for emergency announcements. If students are to be kept at school, radio stations will be notified.

All persons will be located on the central field on the west side of campus. All gates and doors entering campus will be locked. Guardians should park in a designated parking space on the west side of campus and approach the field gate. Signs will be posted directing guardians to the appropriate line to retrieve their child. No guardians will be allowed onto campus.

Students will be released only to guardians identified on the school emergency card, which is required to be filled out by guardians as part of the beginning of the year Welcome Packet. A picture identification will be required to pick-up any student from campus.

Signing-in and Signing-out Procedures for All Campus Visitors

All visitors must park in a marked visitor parking spot and enter campus through the front office doors. In order to keep all persons on campus safe, it is imperative that school personnel know who is on campus at any given time. Visitors should sign-in at the front office and wear a visitor's badge. Proper identification is required when visiting ASL. In addition, all ASL personnel reserve the right to question all visitors on campus to determine whether they have signed-in properly and are engaging in the reason for their visit. Upon commencement of the visit, all visitors should sign-out and return their visitor's badge through the front office.

****Any current Covid-19 protocols must be followed and may change visiting/volunteer protocols when coming to campus. Current protocols will be communicated to families as needed. ****

Volunteering at Aveson School of Leaders

Aveson families are strongly encouraged to contribute to the community through volunteering. While encouraging such participation, we also must maintain a safe environment for students and staff.

Volunteers are individuals who donate their time, without financial compensation, to benefit their communities. The volunteer's participation may occur in a classroom setting during the school day or outside the school setting as part of an extracurricular activity. School policy prohibits discrimination on the basis of race, color, national origin, creed, marital status, sex, religion, age, disability, or any other protected status as defined by federal, state or local law. Volunteers must adhere to our Board approved volunteer policies guided by the state of California.

Volunteer Clearance Level	Requirements	Examples
LEVEL 1 *SUPERVISED*	1) Signed volunteer application 2) Submission of ID for Megan's Law clearance 3) TB risk assessment or test 4) Proof of COVID-19 Vaccination status or negative test	Tutor a small group of students in a breakout room, mystery reader or enrichment classes support
LEVEL 2 *NON-SUPERVISED*	1) Signed volunteer application 2) Submission of ID for Megan's Law clearance 3) TB risk assessment or test 4) Proof of COVID-19 Vaccination status or negative test 5) LiveScan fingerprint clearance	Chaperone on a field trip out of the supervision of the advisors, coach a team or work with students at the lunch tables
<p>Click HERE for the Volunteer Handbook</p>		

Team Wear (Dress Code)

Members of our School Family are encouraged to wear our school colors every day: purple, green, and orange! We also have a body positive dress code as outlined below.

Dress Code Philosophy:

Historically dress codes have been written and enforced in ways that disproportionately impact girls, students of color and gender expansive students. Aveson's student dress code supports equitable, educational access and is written in a manner that does not reinforce stereotypes. A school dress code is only as effective and fair as its enforcement. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our values are:

- All students and staff are responsible for managing their own personal focus without regulating other individuals' clothing/self expression. This is in contrast to many dress codes which use unacceptable language to single females out. For example, "dress and general appearance should not be such that it draws undesirable attention to the

student, nor should dress and appearance detract or interfere with teaching and learning in the classroom and on the campus” (PUSD).

- All students are able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- Student dress code enforcement will not result in unnecessary barriers to school attendance.
- School staff will be trained and able to use student/body-positive language to explain the code and to address code violations.
- Advisors will focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Reasons for conflict and inconsistent and/or inequitable discipline will be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as science (eye or body protection), yoga (bare feet), or PE (athletic attire/shoes).
- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.
- Allow students to wear:
 - clothing of their choice that is comfortable
 - clothing that expresses their self-identified gender
 - religious attire without fear of discipline or discrimination
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent unlawful action, defamatory speech, or threats to others or that could be construed as discriminatory.

Dress Code

Aveson School of Leaders expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect Aveson Schools’ intent to sustain a community that is inclusive of a diverse range of identities. The primary responsibility for a student’s attire resides with the student and their home adults. The school staff is responsible for seeing that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, nipples are fully covered with opaque fabric. All items listed in the “must wear” and “may wear” categories below must meet this basic principle.
2. Students Must Wear*, while following the basic principle of Section 1 above:
 - A Shirt (with fabric in the front, back, and on the sides under the arms), AND
 - Pants/shorts or the equivalent (for example, a skirt, sweatpants, leggings, a dress or jeans), AND
 - Shoes.

*Courses that include attire as part of the curriculum (for example, professionalism, public speaking, and job readiness) may include assignment-specific dress, but will not focus on covering bodies in a particular way or promoting culturally-specific attire. Activity-specific shoe requirements are permitted (for example, athletic shoes for PE).

3. Students May Wear, as long as these items do not violate Section 1 above:
 - Hats, which must allow the face to be visible to staff, and not interfere with the line of sight of any student or staff.
 - Religious headwear
 - Hoodie sweatshirts (wearing the hood overhead is allowed, but the face must be visible to school staff).
 - Clothing which communicates a political or religious message (for example, U.S. involvement in a war, endorsing or criticizing a particular politician, or in support or opposition of a social issue)
 - Fitted pants, including opaque leggings, yoga pants and “skinny jeans”
 - Pajamas, athletic attire
 - Ripped jeans or baggy pants, as long as underwear or buttocks are not exposed.
 - Tank tops, including spaghetti straps; halter tops
 - Visible waistbands on undergarments or visible straps on undergarments worn under other clothing (as long as this is done in a way that does not violate Section 1 above).
4. Students Cannot Wear:
 - Images or language that creates a hostile or intimidating environment based on any protected class or consistently marginalized groups.
 - Violent language or images.
 - “Indecent, obscene, or lewd” messages including ones that are sexually explicit, have nudity, or use profane and offensive words such as hate speech, profanity, pornography.
 - Accessories that could be considered dangerous or could be used as a weapon.
 - Any item that obscures the face (except as a religious observance).
 - Images or language depicting drugs or alcohol (or any illegal item or activity).
 - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).

5. Dress Code Enforcement

To ensure effective and equitable enforcement of this dress code, school staff shall enforce

the dress code consistently using the requirements below. School administration and staff shall not have discretion to vary the requirements in ways that lead to discriminatory enforcement.

- No student will be affected by dress code enforcement because of racial identity, sex assigned at birth, gender identity or expression, sexual orientation, ethnicity, cultural or religious identity, household income, body size/type, or body maturity.
- These dress code guidelines shall apply to regular school days and summer school days, as well as any school-related events and activities, such as graduation ceremonies, dances and prom.
- School staff shall enforce the school's dress code equitably for all students, (for example, female students, students of color, transgender students and gender nonconforming students are not subject to stricter enforcement than other students).
- Students will never be shamed or required to display their body in front of others (students, parents, or staff) in school. "Shaming" includes, but is not limited to:
 - kneeling or bending over to check attire fit or measuring straps or skirt length;
 - asking students to account for their attire in the classroom or in hallways in front of others;
 - calling out students in public spaces, in hallways, or in classrooms about perceived dress code violations in front of others; in particular, directing students to correct sagged pants that do not expose the entire undergarment, or confronting students about visible bra straps, since visible waistbands and straps on undergarments are permitted; and,
 - accusing students of "distracting" other students with their clothing.

Students will be discreetly asked to step out of spaces, hallways, or classrooms by staff (Director or Assistant Director) and asked to change their clothing before returning to class ONLY when their clothing:

- reveals genitals, buttocks, or nipples
- includes images, language, or items that create a hostile or intimidating environment
- includes violent language or images
- includes "indecent, obscene, or lewd" messages including ones that are
- sexually explicit, have nudity, or use profane and offensive words such as hate speech, profanity, pornography
- includes items that could be considered dangerous or could be used as a weapon
- obscures the face (except as a religious observance)

In this case, students will have the following options:

- Change into alternative clothing (or alter clothing such as by turning clothing inside out or covering clothing with a sticker or tape) for the remainder of the day
- Change into temporary school clothing for the remainder of the day
- Ask parent/guardian to bring alternative clothing to wear for the remainder of the day

In all other situations, a staff member will speak to the student privately without disrupting instructional minutes to the student (not during class time). The staff member will request that the student choose one of the following options:

- Change into alternative clothing (or alter clothing such as by turning clothing inside out or covering clothing with a sticker or tape) for the remainder of the day

- Change into temporary school clothing for the remainder of the day
- Ask parent/guardian to bring alternative clothing to wear for the remainder of the day

If the student chooses not to, the student will continue their school day without disruption. The staff member will communicate with the student's parent/guardian and support staff for next steps.

Next steps will likely be a phone call to family and a follow up conversation with the student. The goal will remain to educate the student about the need for the specific part of the dress code that needs to be followed, including the rationale.

If the student habitually does not meet the requirements of the dress code, a team meeting will be held with the student, a family member and support staff with the goal of education and adherence to the policy.

*Enforcement will be consistent with a school's overall discipline plan. Failure to comply with the student dress code will be enforced consistently with comparable behavior and conduct violations, including access to a student advocate and appeals process.

*Students who feel they have been subject to discriminatory enforcement of the dress code should contact any trusted adult on or off of campus (support staff members such as the Executive Director, Director, or Assistant Site Director are ready to listen and respond).

Additional Team Wear Information

Please label all clothing and accessories (including lunch boxes) with the student's full name. All lost and unclaimed items are donated each semester.

Team wear is available for purchase at: <https://theavesonstore.com/>

Lost and Found Items

Lost and found items are collected on a daily basis. There are two main locations for retrieving lost items:

- The lower blacktop playground adjacent to the cafeteria.
- The central stairwell on the purple and orange levels.
- Smaller items are sometimes housed in the front office.

Please label all lunch boxes, water bottles, backpacks and clothing with your child's name. Unlabeled lost and found will be gathered before each school break (winter, spring and summer) and donated.

General Health Policies**

Illness

If your child should become ill, it is important to maintain the health and safety of all persons on campus by adhering to the following policies:

- If your child is ill with a highly communicable illness (i.e. strep throat, head lice, whooping cough, scarlet fever, Covid-19, flu), contact the school right away to inform them of possible exposure to other school persons.
- If your child needs to stay at home to rest and recover, please email the school each day that your child will be absent and send a written notification to verify the reason for the absence. Emails should be sent to attendance@aveson.org
- If your child will miss a significant number of school days due to illness, please contact your child's advisor for class assignments and projects and/or to develop an independent study plan while your child is away from school. The front office staff will assist in setting up the independent study plan.
- If your child has a fever, do not send them to school. Your child must be free from fever for at least one full day prior to returning to school.
- If your child has been cleared to return to school, but must follow a recovery plan while at school (i.e., recovering from a broken arm, no participation in PE for the next two weeks), please notify school personnel immediately in order to communicate the recovery plan to the appropriate school persons.

Medications

If your child has a known medical condition that the school needs to be made aware of, please make sure to do the following:

- Fill out the necessary information on your student's emergency card (i.e., insulin dependent diabetic, ADHD and taking medication, Epi-Pen for allergic reaction to bee stings).
- Make sure to contact the office staff with pertinent details and information.
- Make sure to contact your child's advisor with pertinent details and information.
- Make sure your child's emergency card is up-to-date, accurate, and has several alternate contact numbers.
- In order to protect the health and safety of all persons on campus, no student will be allowed to personally carry or self-administer without supervision any prescription or over-the-counter medications.
- All medication, whether prescription or over-the-counter, must be brought to the school's office and an accompanying form must be filled out. All medications will be monitored by the office staff. Your child will have supervised access to his/her medication at any time, per the instructions on the medication form.

Accidents

It is Aveson's top priority to keep all persons on campus physically safe. In the unlikely event that a person should become injured while on campus, Aveson will take the following action steps:

- Using "Universal Precautions", provide any individual with appropriate first aid and/or CPR, including calling 911.
- Document all injuries occurring on campus on our injury log or accident report form.
- Contact the Emergency Contact persons of the injured person if necessary.
- All minor or major head injuries will be reported to parents/guardians immediately.

If any person should become injured while on Aveson's campus, it is imperative that Aveson personnel be informed immediately to report the injury.

Peanut Free/No Nuts Request

We respectfully ask families to not send peanuts or tree nuts to school. We have various students on campus with nut allergies and ask for your cooperation in keeping our campus as nut-free as possible. Should your child have an allergy to nuts, the front office, Directors, and Advisor team will work to monitor their contact with other children's foodstuffs.

Cell Phone Use

Students are not allowed to use personal cell phones while on campus. Cell phones may be confiscated by any school personnel member and the parent or guardian required to come to school to retrieve it if a student is using the device when they are not supposed to.

If a parent or guardian needs to get in touch with their student, they should call the school and ask to speak with their student.

Bringing Other Items From Home

Students should not bring any personal items from home to school that are not directly related to what they need for learning. Such items include, but are not limited to: toys, electronic devices, games, fidget tools or money, etc. Aveson believes that in order to maintain the integrity of the classroom instructional program, such objects from home need to stay at home so as not to become distractions. Any plan that needs to be modified from this policy should be communicated directly to your student's advisor.

Celebration of Birthdays & Holidays

One of Aveson's key values is respect for students of all cultures and religions. We take pride in learning and studying about the customs, traditions, holidays, foods and languages of our diverse student body. We often ask families if they would be willing to share their family traditions during school volunteering opportunities. Aveson does not place value on one group's holidays and traditions over another. As such, we do not participate in school-wide celebrations such as Halloween, Valentine's Day or Christmas. However, ASL does celebrate "Friendship Day" in February, "Read Across America" day in March and does participate in school-wide events during Hispanic Heritage Month, Spirit Week, Black History Month and Asian American Pacific Islander Heritage Month.

Aveson celebrates each student's birthday in a special way, organized by the advisor, such as a "birthday shower" where the student receives compliments from his/her classmates. Cupcakes or other snacks may not be brought to school to share with classmates. Keeping the classroom treat-free helps ensure that every student is treated equitably and honors the school's healthy living tenet.

Student Permissions

At the beginning of each academic school year all parents or guardians are asked to complete enrollment information for each child attending ASL. This information is detailed in our Welcome Packet letter sent before the start of the school year. Our Student Information System parent

portal is used to assist families in completing their enrollment information. This enrollment information is vital to the health and safety of your child while they are at ASL. It is important that all families complete their enrollment information in a timely manner prior to the first day of school.

Recording, Filming, Photography

Occasionally, Aveson Schools staff, volunteers, representatives of the news media, and others may photograph, audiotape, or videotape students in Aveson schools. These photos, audiotapes, and videos may be used in newsletters, blogs, newspapers, activity programs, yearbooks, social media, brochures, on television, in educational videotapes, on website pages, and other appropriate uses relating to the promotion of Aveson Schools and non-commercial purposes. A student's appearance and likeness may be used by Aveson Schools and its licensees, designees, or assignees, in all media, worldwide, in perpetuity.

Parents/guardians may choose to **opt-out** of allowing the use of their child's photo in all the above-mentioned platforms by marking the box below. If you choose to opt-out of the Aveson Schools photo policy, student portraits/photos taken by the contracted school portrait photographer will only be used for internal school identification records and in the school yearbook (as an individual portrait or as part of a traditional class photo/group photo taken by our school photo vendor).

Exception: Although the school will take reasonable steps to prevent students with full restrictions from being photographed, except for the portrait photos taken by the contracted school portrait photographer, the school cannot guarantee that a student is not photographed/videotaped as part of a large group, such as participating in a school assembly, walking through a school hallway, and other situations where there are large numbers of students.

Parents taking photos: We do not restrict parents from taking photos during events such as sporting events, class plays, etc., or control where those photos are used. Nor do we attempt to ensure they are not taking photos of students who have opted out of the Aveson Schools photo policy.

Technology Acceptable Use Policy

The use of technology, including resources found on the World Wide Web, are an integral part of the teaching and learning at Aveson. In order to keep all students safe, all persons on campus who use computers to access the Internet must abide by the following regulations:

- Any use of school technology, including Internet access, must be school appropriate and must be in support of education and research, or school business.
- It is prohibited by law to download any copyrighted material, including, but not limited to: games, music, graphics, videos, or text materials.
- It is prohibited to access any newsgroups, links, list serves, social networking sites, blogs, or other areas of cyberspace that would be offensive to any individual or group of individuals because of pornographic content, racial, ethnic, or minority disparagement, advocacy of violence, or illicit/illegal content.
- Plagiarism is unacceptable and is prohibited.

- Students and families are required to sign a student computer use contract abiding by these policies.

Observation Policy

A person may request to observe a classroom at Aveson Schools if the following agreements are honored. The purpose of these agreements is to ensure classroom instruction is not disrupted for students or staff.

- The observation is requested and approved one week in advance of the observation date with the Advisor and a Director.
- The observer must check-in and check-out at the front desk.
- The observer will be escorted to the classroom.
- The observer may not interact with students or staff during the observation. This includes asking questions about instruction or topics being taught.
- The observer may sit in a designated area of the classroom and may not walk around the class.
- Observations are limited to a maximum of 20 minutes per visit.
- Observations are limited to one observation per class per semester.
- Once the 20 minutes has passed, the observer will be escorted back to the office.

Records Request Policy

Parents, guardians, foster parents, certain caregivers, and students over 18 have the right to review, get copies, and inspect school records. The California Education Code § 56504 ensures parents the right and opportunity to examine all school records of his or her child and to receive copies of these records within five business days after making a request. You may have copies made for twenty five cents (25¢) per page.

PARENTS/GUARDIANS

Parents/guardians can request pupil records by visiting the following links to obtain an electronic copy of the Pupil Records Request form. Once the form is completed, please follow the directions included below.

[Parent/Guardian Request for Records \(English\)](#)
[Parent/Guardian Request for Records \(Spanish\)](#)

LOCAL EDUCATION AGENCIES (LEAs) // NON-PARENT OR GUARDIANS

LEAs (Non-Parent or Guardians) may request pupil records by submitting a request using the school district's letterhead. Once the request is completed on the requestor's school district letterhead, the office manager will process the request and email a digital copy of the student's records.

HOW TO PICK UP YOUR RECORDS

The ASL or AGLA Office Manager will email you when the records are ready to be picked up. They will provide you with the total due for the request. All records requests can be picked up from the office manager at ASL.

Payment for the request can be made by check payable to Aveson School of Leaders or Aveson Global Leadership Academy. For an additional fee, based on the cost to mail, records can be mailed to your residence.

Aveson School of Leaders Office Manager 1919 E Pinecrest Drive Altadena, CA 91001	Aveson Global Leadership Academy Office Manager 575 N. Altadena Drive Altadena, CA 91001
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Ed Code 49065

Any school district may make a reasonable charge in an amount not to exceed the actual cost of furnishing copies of any pupil record; provided, however, that no charge shall be made for furnishing (1) up to two transcripts of former pupil's records or (2) up to two verifications of various records of former pupils. No charge may be made to search for or to retrieve any pupil record.

Traffic Safety, Parking & Pick-Up/Drop-Off Procedures & Schedules

IMPORTANT INFORMATION ABOUT PARKING AT AVESON SCHOOL OF LEADERS

Per our Facilities Use Agreement with Pasadena Unified School District, all Aveson Schools staff and visitors/volunteers must park on campus in a designated parking space when working and/or visiting the school. Staff are assigned a numbered parking space. Visitors and volunteers may park in a labeled visitor's space. It is important that numbered parking spaces are reserved for staff parking. Visitors may park in one of two parking lots:

1. The front office parking lot, located on Pinecrest Drive.
2. The west parking lot, north of Allen Avenue as Allen turns into Skyview Drive.

IMPORTANT INFORMATION FOR ALL ASL GRADE LEVELS

- **The school day starts at 8:15am for all ASL grades, Tk-5th grade. Monday - Friday (Independent Studies families should refer to their schedule)**
- Students may be dropped-off between 7:55-8:15am. Gates will close at 8:15am.

- We do not provide before school supervision.
- Parents/guardians will only be allowed to use the valet car line service for drop-off and pick-up. **Parents/guardians are asked to stay in their cars during drop-off and pick-up.**
- Students are expected to walk directly to their classrooms upon arrival at school.
- Late arrivals should check-in at the front office for a tardy slip.
- **It is imperative that parents/guardians pick their students up on time at the end of the day.** Late pick-ups will be escorted to the front office awaiting to be picked up.
- Aligning sibling pick-up times can be arranged depending on grade level and student efficacy. If you need this support, please reach out to your child's advisor.
- PLEASE, place a placard(s) with your child(ren)'s names and advisor(s) on your dashboard. This will help the afternoon pick-up car lines run much more smoothly.

IMPORTANT INFORMATION ABOUT CAR LINES AND DRIVING IN THE NEIGHBORHOOD

- Please be respectful of our neighbors. Abide by all speed limits and avoid blocking our neighbor's driveways.
- Turning into our west parking lot on Skyview Drive, north of Allen Avenue, is a LEFT hand turn. Please pause and use your turn signal if you are coming into the parking lot from Altadena Drive or Allen Avenue. Watch for cars coming from the opposite direction on Pinecrest Drive.
- Our west parking lot on Skyview Drive is a ONE WAY street ONLY during school hours. You may only go NORTH on Skyview Drive during school hours.
- When using the east gate drop-off or pick-up location on Loma Alta Drive, you must turn RIGHT into the school driveway. You can get to the east gate driveway by going north on Tanoble Drive and turning right on Loma Alta Drive or by using our west parking lot on Skyview Drive to travel north to Loma Alta Drive and turning right on Loma Alta.
- **Please be patient with your fellow school family members while using our car lines. It takes a few weeks for families to become familiar with how to use our car lines efficiently at the beginning of each year.**

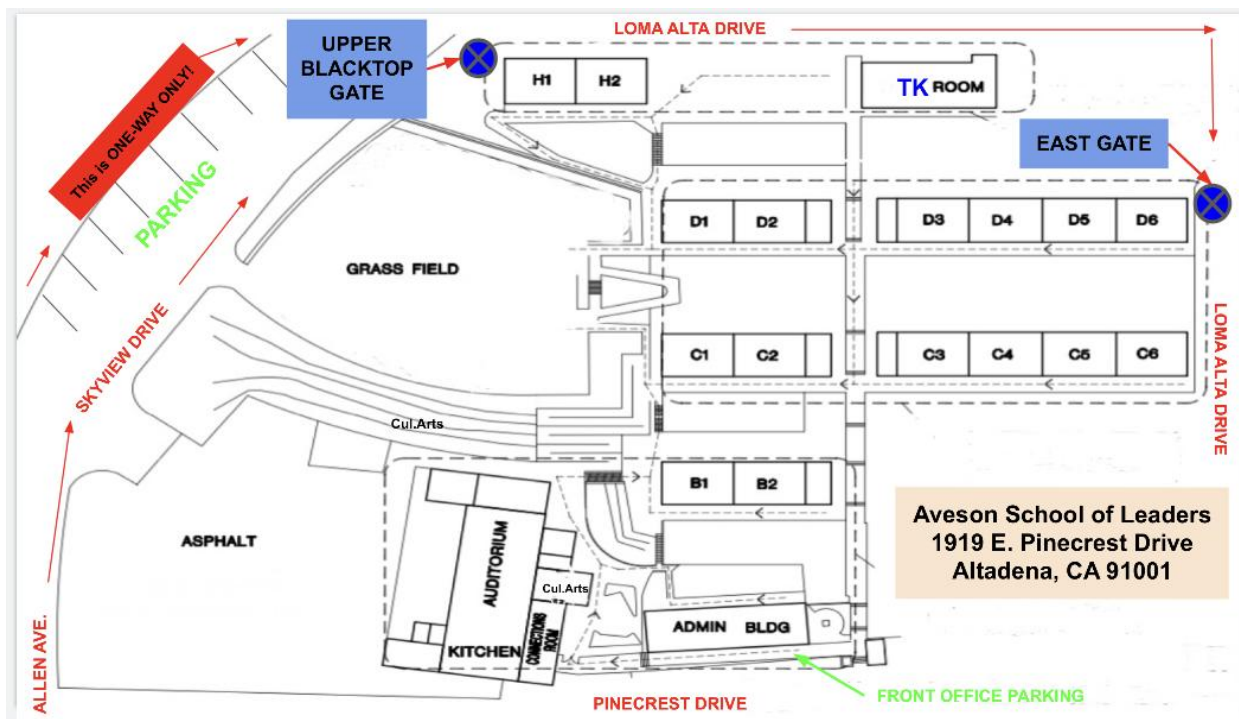
****NOTE: Mondays are MINIMUM DAYS. Students are dismissed 2 hours EARLY.****

**ASL DROP-OFF & PICK-UP SCHEDULE & LOCATIONS
(Independent Studies families should refer to their schedule)**

Grade Level	Drop-Off	Drop-Off	Pick-Up	Pick-Up
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	Time	Location	Time	Location
TK Class: -E Room	7:55-8:15am	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.	2:20pm (Monday 12:20pm)	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.
K Classes: -D1 -D2	7:55-8:15am	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.	2:20pm (Monday 12:20pm)	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.
1st - 2nd Classes: -D3 -D4	7:55-8:15am	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.	2:35pm (Monday 12:35pm)	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.
1st - 2nd Classes: -D5 -D6	7:55-8:15am	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.	2:35pm (Monday 12:35pm)	East Gate. Located on Loma Alta Drive.
3rd-4th Classes: -C4 -C5 -C6	7:55-8:15am	East Gate. Located on Loma Alta Drive.	2:50pm (Monday 12:50pm)	East Gate. Located on Loma Alta Drive.
4th - 5th Classes: -C1 -C2 -C3	7:55-8:15am	East Gate. Located on Loma Alta Drive.	2:50pm (Monday 12:50pm)	Upper Blacktop Gate. Located on North Skyview Drive, north of Allen Ave. in the west campus parking lot.

Campus Map - ASL



Who May Pick-up Your Student?

Any parent/guardian or person listed on the student's emergency card may pick-up your child from school. If a person is picking up your student and they are NOT listed on the emergency card, a written notification expressing your permission with the specific dates of pick-up must be submitted to our office staff before your student will be released. In order to keep all of our students safe, there will be no exceptions to this policy.

After School Supervision

After school care is provided by Aveson Schools and is run by ASL's Afterschool Program Coordinator. There are fees associated with parts of this program. No other supervision is provided. If your child is not enrolled in our after school care program, a responsible guardian MUST pick up your child at the conclusion of each school day. Please help us keep your child safe by respecting this policy and picking up your child on time.

All inquiries regarding after school care should be made to ASL's Afterschool Program Coordinator.

Student Support: Discipline Philosophy, Policies, and Procedures

Social, Emotional, and Physical Safety Policies

It is Aveson's top priority to keep all persons on Aveson's campus socially, emotionally, and physically safe at all times. Aveson will not tolerate any person being harassed or abused in any way. Working together, Aveson's Directors and staff, will immediately and compassionately address any instance of child abuse, discrimination, harassment, bullying or any other violation to one's social, emotional, or physical safety.

By law, Aveson School of Leaders is a mandated child abuse reporting institution.

Discipline Philosophy

At Aveson, we strongly believe that in order to maintain and preserve the integrity of Aveson's culture and climate so that the goals of personalized learning, social leadership and healthy living can be realized, children must be guided in their social, emotional, and behavior development in conjunction with their academic development.

Student Support versus Student Management

At Aveson, we think about discipline in a fundamentally different way. We believe that student's social, emotional, and behavior development needs to be supported and guided through teaching, modeling, shaping, and cueing in order to foster the potential for lasting change. At the foundation of this belief is the idea of discovering *why* students are or become socially, emotionally, and/or behaviorally challenged. When we are able to identify why students are challenged, we can then work with the student to create proactive behavior support plans that will ultimately teach the student how to identify their "triggers", self-regulate their emotions, and teach the skills the student requires in order to meet their needs in alternative, or more constructive ways.

When discipline focuses solely on the management of students, discipline becomes about control rather than support. When controlling students through the use of consequences, the focus for students becomes about what he/she must do in order to avoid punishment or receive reward. Lost in this model of discipline is the understanding of why students are or become challenging and more devastating, lost is the crucial opportunity to explicitly teach students challenged by their behavior the social, emotional, and behavioral skills they need to positively change their behavior in the future.

Therefore, at Aveson, not only do we support students in their academic development, we strive to dedicate as much time, energy, and care in the support of all student's social, emotional, and behavior development as part of building a positive culture and climate.

Advisory-Based Social, Emotional, and Behavior Curriculum

One of the core tenants of the Aveson model is building a positive culture and climate through advisory-based learning. Using the advisory-based approach to social, emotional, and behavioral support allows advisors to be proactive rather than reactive. Advisors take a social, cognitive, and behavioral approach to working with students within a classroom support system that strives to be realistic, equitable, consistent, and caring, in order to develop the skills necessary for lasting growth and development. Advisory occurs for each classroom every morning and every afternoon, and is the foundation for helping students develop their social, emotional, and behavioral learning.

To learn more please view the full text of our [Discipline Philosophy](#).

Discrimination, Harassment & Bullying Policy

Aveson Schools believes that all students, staff and visitors have a right to a safe, connected and healthy school environment free from discrimination, harassment, bullying and intimidation. Aveson values and celebrates all abilities, races, cultures, religions, countries of origin, sexual orientations, genders and languages. ***Aveson is committed to standing up for and taking action against all racist and discriminatory behaviors whether intentional or not.*** As such, we take our safety and policies very seriously. Behavior that infringes on the safety of any student, staff or visitor is prohibited and will not be tolerated.

Aveson's prohibition of discrimination, harassment and bullying are in accordance with Penal Code section 422.55 and California Education Codes sections 220 and 48900. All families will receive a copy of this policy via the Aveson Student and Family Handbook, made available to all families at the start of each new school year.

Anti-Discrimination, Anti-Harassment and Anti-Bullying Policy

Aveson Schools and community are committed to making their schools free from unlawful discrimination, harassment and bullying and providing equitable opportunities for all individuals in their community. ***Aveson Schools will not tolerate any person being discriminated against, harassed or abused in any way.*** We stand against racism, hate and discrimination. We are a color-conscious organization and strive to talk about race openly and honestly. We are dedicated to working with staff and families to foster the growth of anti-racist children.

Any student who engages in discrimination, harassment or bullying of another student or anyone in the Aveson community may be subject to disciplinary action up to and including

expulsion. Any employee who permits or engages in discrimination, harassment or bullying may be subject to disciplinary action up to and including dismissal from employment. Aveson will seek to prevent, correct and discipline behavior that violates this policy or any other infringement to one's social, emotional, or physical safety. School response to violations may be informed by and in conjunction with appropriate law enforcement agencies.

This policy pertains to any instance of discrimination, harassment, or bullying that takes place on campus, during an off-campus school event, during Distance Learning, or on any digital platform (email, Zoom, text, Google docs, etc).

Aveson's Expectations

Aveson expects all persons to contribute to a safe learning environment for all students, staff and visitors. Aveson, its students and the community have an obligation to promote mutual respect, understanding, and acceptance. A student will not intimidate, harass, or bully another student through words or actions, whether on the physical school site campus, during an off-site school-sponsored event or by means of an electronic act. Any person (student, staff member, volunteer, visitor) who commits an act of discrimination, harassment or bullying is in violation of this policy.

We expect all persons to adhere to and strive for self-efficacious behavior that follows our ***School Family Agreement, The Aveson Way*** and our ***Guiding Principles*** (see links below). Aveson ensures that this policy will be followed by providing on-going professional development and training for all staff and providing direct and explicit instruction for all students in the areas of antiracism, anti-discrimination, inclusion, conflict resolution and social and emotional learning. In addition, the Aveson Board of Directors will oversee the Aveson Executive Director and hold them accountable for implementation of this policy.

All staff are expected to immediately intervene when they see an act of discrimination, harassment or bullying or upon receipt of any report of discrimination, harassment or bullying. Staff are expected to immediately report these incidents to the Administration. People witnessing or experiencing discrimination, harassment or bullying are encouraged to report the incident to their Advisor or Administration as soon as possible. Any member of the Aveson community may make an anonymous report of discrimination, harassment or bullying and Aveson strictly prohibits retaliatory behavior against any complainant or any participant in the complaint process.

Anonymous reports can be made by filling out our electronic reporting form. This form does not record email addresses and once filled out will be submitted to Administration. To make an anonymous report of discrimination, harassment or bullying, use the following link:

[Discrimination, Harassment & Bullying Anonymous Reporting Form](#)

Discrimination

- **Definition:** Discrimination is the unjust or prejudicial treatment of different categories of people or things, especially on the grounds of race, age, religion or personal sexual identification; denying any student or staff, of any personal, professional growth opportunities: as well as any opportunities for advancement, on the bases of race, religion, sex, sexual orientation or identification. This includes discrimination that occurs in virtual, internet based or on-line settings.
- **Examples:** The following examples of discrimination are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - Student Tina has asked others to use the pronoun “he”. A fellow student refuses to and keeps referring to Tina as “she” saying that Tina is a “girl” and should be called “she”.
 - Todd was discouraged by their school counselor when applying to college. When Todd said he wanted to apply for an Ivy League college, the counselor said, “Don’t waste your time. They don’t accept African-Americans”.
 - Jared is Muslim. He informs his advisor that he prays 5 times daily as part of his religion and asks his advisor if he could use his free class time to pray. The advisor denied Jared’s request to pray.
 - A group of students play basketball everyday on the playground. Several of the students consistently call each other the “N” word when they don’t agree with how the game is being played.

Harassment

- **Definition:** Harassment is written, verbal or physical behavior that demeans, humiliates, embarrasses or any kind of ongoing torment towards a person. This includes conduct that is based on a student’s actual or perceived race, color, national origin, sex, disability, sexual orientation, gender identity or expression, religion or any other distinguishing characteristics. This includes harassment that occurs in virtual, internet based or on-line settings.
- **Examples:** The following examples of harassment and sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - While walking to lunch each day, John gets nudged on the shoulder by the same student. The student whispers that John’s skin is too black.
 - A group of students pass by Joanne at recess each day and whistle at her. Sometimes they tell her she looks “pretty” or “slutty” depending on what she is wearing.

- Ryan plays on the baseball team at recess. His teammates recently found out he was gay and have started calling him “princess”.

Bullying

- **Definition:** According to the Center for the Study and Prevention of School Violence (2008), there are three criteria to set apart bullying from other aggressive behaviors:
 1. It is aggressive behavior or intentional harm-doing.
 2. It is carried out repeatedly and over time.
 3. It occurs within an interpersonal relationship characterized by an imbalance of power.

Thus, “a student is bullied or victimized when [they are] the repeated target of deliberate negative actions by one or more students who possess greater verbal, physical, social, or psychological power.” ([EDC, CASEL, and American Institute for Research](#))

Furthermore, there are three types of bullying. “Direct bullying” involves physical or verbal aggression. “Indirect bullying” is a more subtle version, often using social power and influence. Finally, “cyberbullying” is a version that uses electronic communication to harm another person socially or psychologically.

- **Examples:** The following examples of bullying are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - Sam is afraid to walk home from school. Every so often, another student waits for them and threatens to punch them if Sam doesn’t do things for them at school, like steal the teacher’s computer passwords.
 - Tim took a photo of a classmate at a party during the weekend. The photo shows the classmate’s underwear. Tim sends the photo to other students via text and email.
 - Shelly tells their friends to never sit with Maria at lunch because Maria’s food looks weird and doesn’t smell good.

Reporting Discrimination, Harassment and Bullying:

The following actions will be taken when discriminatory, harassing or bullying incidents are reported at Aveson:

Notify:

Upon receipt of any report of discrimination, harassment or bullying an appropriate Aveson staff member, including, but not limited to a Director, Student Support Team member and/or an advisor, will direct an immediate investigation.

Investigate:

An investigation will take place and will include interviewing the alleged perpetrator(s) and victims(s), identified witnesses, advisor(s) and staff members. Parents/guardians will be notified after the conclusion of the investigation by a Director or Student Support Staff member.

All reports and incidents will be documented in Aveson's electronic behavior referral system and will be kept strictly confidential. The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Action

Students who violate Aveson's policies on discrimination, harassment and bullying may be subject to progressive interventions and/or disciplinary actions, leading up to and including suspension and expulsion from Aveson Schools. Aveson's disciplinary actions adhere to ***Aveson's Discipline Philosophy*** (see link below) which follow age-appropriate and developmental procedures, ensuring that teaching, learning and restorative practices guide the actions taken.

Follow-up

Aveson will continue to support the accused and the victim(s) after the incident has occurred in order to support on-going learning, growth and prevention of future incidents of discrimination, harassment and bullying. For example:

- Restorative conversations
- Weekly check-ins with students and/or families involved
- Role Plays
- Restorative projects
- Explicit and direct instruction on discrimination, harassment or bullying

If the processes by which Aveson took to notify, investigate, act and follow-up on any incident of discrimination, harassment or bullying were not conducted with integrity to this policy, any Aveson community member may reach out to the Executive Directors at either school and/or the Aveson School Board.

Supporting Documents:

- [ASL Discipline in a Nutshell](#)
- [ASL's School Family Agreement](#)
- [Aveson's Guiding Principles](#)
- [The Aveson Way](#)
- [Aveson's Behavior Philosophy](#)
- [ASL's Charter Renewal 2016](#) (see pp 60-78, Suspension & Expulsion Procedures)

Absences & Tardies

Students at Aveson School of Leaders are subject to compulsory full-time education. All students are expected to be in school every day unless they have a valid excuse. A student is considered truant when she or he is not in school or if they miss more than 30 minutes of instruction without a valid excuse. Our children's school day is enhanced by arrivals that are routine and on time. Children who arrive after the school day has begun miss the opening of their classroom day and may feel the impact throughout their school day.

Any child arriving after 8:15 a.m. must report to the office and their parent/guardian must sign them into school.

Excused Absences

Aveson School of Leaders will comply with California Education Code Section 48205(a) (read more about it here > <https://www.cde.ca.gov/ls/ai/tr/>), for purposes of excusing absences and allowing pupils to make up missed work. California Education Code Section 48205(a), provides: A pupil shall be excused from school only when the absence is:

- Due to his or her illness.
- Due to quarantine under the direction of a county or city health officer.
- For the purpose of having medical, dental, optometric, or chiropractic services rendered.
- For the purpose of attending the funeral services of a member of his or her immediate family (so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California).
- For justifiable personal reasons, including, but not limited to observance of a holiday or ceremony of his or her religion, attendance at religious retreats (not to exceed four hours per semester).
- Or when the pupil's absence has been requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.

Reporting Absences and Tardies

It is the responsibility of the parent or guardian to contact the school office in the morning if their child(ren) will be absent or tardy and to provide appropriate written documentation for excused absences as defined above. Acceptable written verification includes:

- A note or email from the parent or guardian (for illness less than three days).
- The doctor or medical facility (if the absence is due to a medical, dental, optometric or chiropractic appointment).
- Court documents, etc.

In addition, if a student is absent for three or more consecutive days for medical reasons, the student will need a release from his or her physician before returning to school. If a student is tardy, the parent or guardian must accompany the student to the office and sign the child(ren) in.

Short-Term Independent Study

If your child will be absent from school for more than three days with a valid excuse please contact your child's Advisor and the front office as soon as you are aware of the absence in order to develop an independent study plan for your student. The plan will outline the assignments and/or projects that your child is responsible for during their absence. The Advisor and an Administrator must approve the independent study plan prior to your child's absence, and upon your child's return the Advisor will review the work for approved credit.

Student Support: Specialized Academic Instruction and Student Study Teams

Aveson's Special Education Program

Aveson's unique student population consists of diverse learners. Due to our philosophy of personalized learning, we believe that each student at Aveson deserves to receive the right instruction, from the right person, at the right time. Using the Response to Intervention model, most students will thrive and achieve academic success within the core academic program, while some students will need specialized academic instruction through special education in order to fully access the core curriculum.

Aveson is committed to helping every student become academically and globally competent in order to maximize their full potential as 21st Century citizens. This commitment acknowledges that some students may receive additional support at Aveson through special education or a 504 Plan.

Aveson is a member of The Desert Mountain Charter Special Education Local Plan Area (SELPA). Like all public schools in the United States, Aveson adheres to "Child Find," which has the purpose of identifying, locating, and evaluating children and youth ages 3 to 22 years of age who are suspected of having a disability or developmental delay. This is done in order to provide appropriate special education services under the law. A referral may be made by a parent or any person concerned about a child. Parent involvement and agreement is obtained prior to further action. Information is confidential and the privacy of children and parents is protected.

The Individuals with Disabilities Act (IDEA) defines special education as "specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability." Students who qualify for special education have an Individualized Education Program (IEP).

An IEP is developed to ensure that a child who has a disability identified under education law and is attending an elementary or secondary educational institution receives the appropriate specialized instruction and/or related services to access their learning. A student must be

evaluated by an educational institution and identified as eligible for special education programs and related services to receive an IEP.

Section 504, part of the Americans with Disabilities Act (ADA), is an anti-discrimination, civil rights statute requiring the needs of students with disabilities to be met as adequately as the needs of the non-disabled are met. A 504 Plan is developed to ensure that a child with a disability attending an elementary or secondary school receives accommodations to ensure their academic access to the learning environment.

Since we believe all students, no matter their particular academic, social-emotional, or behavioral challenge, learn and thrive together within the same classroom, we have adopted an “inclusive” philosophy. This means students who qualify for special education services are in the general education classrooms to the maximum extent possible.

Response to Intervention (Rtl)

Response to Intervention (Rtl) is a three tiered model (detailed below). The approach identifies the 80% of students who are successful within the core academic and behavioral systems in place as Tier 1. Approximately 10-15% of students will be challenged by the core program and will need strategic Tier 2 interventions. Still, 5-10% of students require Tier 3 intensive intervention in order to be successful within the school setting. Rtl helps advisors identify struggling students more accurately.

Aveson strongly believes that the key to a student's academic success is in understanding and truly knowing each student. Advisors come to know students through careful observation during whole group, small group, and one-on-one instruction. In addition, advisors use formal and informal academic assessments with all students on an on-going basis to gather data-driven information, which compliments observational information. In this way, advisors are constantly aware of which students may need extra support.

A series of steps are taken above and beyond the core program when a student has been identified as struggling academically and/or behaviorally, and Rtl is provided with interventions, accommodations, targeted instruction and progress monitoring to help a student be successful within the core program. For most students, this process of careful observation, assessment, and intervention are all that is needed to get the student back on track.

Tier 1 – Core Program: Supports for All Students

At Aveson, advisor's core behavior support programs are developed using an advisory-based model. This focuses on an all encompassing social, cognitive, and behavioral approach with students. The core behavior support program centers around being proactive rather than reactive in order to build a positive culture and climate within

the classroom. Classroom behavior support systems are fair, consistent, realistic, and caring.

The foundation of Aveson's Tier 1 core behavior and academic support program consists of the following:

1. Evidence-based Curricular Resources for math, literacy, and projects.
2. Use of Aveson created, literature-based social, emotional, and behavior curriculum during advisory in order to explore Aveson's eight Guiding Principles, emotions, conflict-resolution, and differences.
3. Explicit instruction about and how to engage in self-efficacious behavior. The Aveson model requires students to work successfully in groups and independently. Self-efficacy is evidenced by a student using and believing "I can..." statements. For example:
 - I can work well with others.
 - I can work on my own.
 - I can find the help I need to be successful.
 - I can use my words to help me solve problems.

Tier 2 - Strategic Intervention Program: Additional Support for Some Students

Tier 2 supports are for students who are challenged by the core behavior and/or academic expectations of our program. An advisor will designate a student as needing Tier 2 support if they have used their core support program and are observing the student's growth being hindered. Tier 2 supports may include:

- Referral to the School Counselor.
- Development of attainable academic or behavioral goals with defined support and monitoring progress.
- Small group or 1:1 academic intervention.
- Behavior modification plan/contract.
- School-based Counseling
- Possible recommendation for MTSS (Multi Tiered System of Supports Team) and/or Tier 3 designation.

Tier 3 – Intensive Intervention Program

Tier 3 supports are designed for students who require more intensive academic and/or behavioral supports than provided in Tier 1 and 2. The MTSS team determines Tier 3 support once Tier 2 supports do not result in expected academic or behavioral progress over the allotted time frame. In addition to Tier 2 supports, a student receiving Tier 3 support may receive:

- More frequent and longer in duration small group or 1:1 academic intervention.
- Possible referral for Special Education Evaluation

Multi Tiered Systems of Support (MTSS)

When a student is not responding successfully to the core academic and/or behavioral program it may be beneficial to activate the Multi Tiered Systems of Support (MTSS) process for the student. An MTSS team meeting involves stakeholders (advisors, parents/guardians, and other school personnel) joining together to recognize the student's strengths and examining challenges. The primary purpose is to discuss strategies and solutions that address academic and/or behavioral needs in order to improve the student's educational experience.

Activating the MTSS Process

The MTSS process can be activated by either a student's advisor or the student's parent/guardian. Regardless of who initiates the process, the procedures are the same. The following steps should be taken to activate the MTSS:

- Contact the MTSS Coordinator to request an MTSS.
- Gather detailed evidence of interventions tried and relevant home history

After the results of interventions have been documented, an MTSS meeting will be scheduled. At this meeting, the MTSS Coordinator will facilitate conversations between the advisors, the parents/guardians, and any other pertinent personnel invested in the student's success to identify interventions that have been tried, deliberate as to why they have been unsuccessful, and determine the next course of action to help the student.

MTSS Process Outcomes

Due to the fact that every student is different, all MTSS outcomes will be unique to the particular student. However, in general, the outcomes of the MTSS process for a student might include one or more of the following:

- If the MTSS interventions prove to be successful and the student returns to the core academic program, the MTSS process may conclude. The advisor would continue using effective interventions to maintain student success.
- Extend the MTSS process which will include scheduling additional meetings to allow additional data to be gathered through the intervention process.
- If the MTSS interventions prove to be unsuccessful and all possible interventions have been tried, a student may be referred for a psychoeducational evaluation through Aveson's special education program. Testing referrals are not made lightly and the team must truly feel that a student would benefit from the additional information this testing provides.

Special Education Psycho-educational Testing Outcomes

Aveson staff and/or parents/guardians may recommend a psycho-educational evaluation to determine if a student meets special education eligibility criteria if a student appears to be struggling to meet grade level academic functioning in the Core Program - and/or social-emotional functioning - despite participation in RTI or SST. Once parents/caregivers sign an Assessment Plan indicating the areas of suspected disability, Aveson is mandated by law to

conduct the psycho-educational testing within a certain time frame. The following is a general outline for the assessment process:

- Your student will be assessed in all areas related to his or her suspected disability.
- A multidisciplinary team, including at least one special education teacher or other specialists with knowledge in the area of your child's suspected disability, will assess your child.
- The assessment will be conducted in the language and form most likely to yield accurate information on what your child knows and can do academically, developmentally, and functionally unless it is not feasible to provide or administer. When necessary, a qualified interpreter will be used to assist with the assessment.
- The assessment will include a variety of appropriate tests to measure your child's strengths and needs. The persons administering these tests will be qualified to do so.
- The assessment will be adapted for students with impaired sensory, physical, or speaking skills.
- Testing and assessment materials and procedures will not be racially, culturally, or sexually discriminatory.
- Once testing is complete, all findings will be shared with parents/caregivers during an initial IEP meeting
- Once the assessment reports have been completed, the Program Coordinator will schedule an initial Individualized Educational Program (IEP) meeting to include all required IEP team members. The school psychologist may contact parent/caregiver prior to the IEP meeting to review the psycho-educational assessment results. This will be an opportunity to discuss findings 1:1 with the school psychologist prior to the IEP team meeting.
- If eligibility for special education is determined (by the laws and regulations of IDEA, Individuals with Disabilities Education Act), an offer of FAPE (Free and Appropriate, Public Education) will be made by Aveson. If parents/guardians consent to the FAPE offer, then the student will begin participating in special education services and may receive supplementary aids and supports, if recommended by the IEP team.
- A student who does not meet eligibility criteria will not receive special education services and/or supplementary aids and supports.

Individual Educational Program (IEP)

An Individualized Education Program (IEP) is a written statement of the educational program designed to meet a child's individual needs. Every child who receives special education services must have an IEP.

What's the IEP's purpose?

The IEP has two general purposes: to set reasonable learning goals for a student, and to state the services that the school district will provide for the child. The IEP is developed jointly by the school system, the parents/guardians of the student, and the student (when appropriate).

Who develops the IEP?

The IEP is developed by a team of individuals that includes key school staff and the student's parents/guardians. The team meets, reviews the assessment information available about the student, and designs an educational program to address the student's educational needs.

When is the IEP developed?

A student's IEP must be reviewed at least annually after initial eligibility to determine whether the accommodations and modifications are being effective, and annual goals are being achieved. Revisions are made as deemed appropriate.

What's in an IEP?

Each child's IEP must contain specific information, as listed within IDEA, our nation's special education law. This includes (but is not limited to):

- The students present levels of academic achievement and functional performance, describing how the student is currently doing in school and how the child's disability affects their involvement and progress in the general curriculum.
- Annual goals for the student, meaning what parents and the school team think they can reasonably accomplish in a year.
- The special education and related services to be provided to the student, including supplementary aids and services and changes to the program or support from school personnel.
- How much of the school day the child will be educated or participate in activities separately from neurotypical students.
- How the student is to participate in state and district-wide assessments, including what accommodations the student needs and if they will participate in the regular or alternative state testing.
- When services will begin, how often they will be provided, where they will be provided, and how long they will last.
- How school personnel will measure the student's progress toward their annual goals.

Aveson's Special Education Local Plan Area (SELPA), Inclusion Specialist, and Specialized Academic Instructors

Aveson employs the Desert Mountain Charter Special Education Local Plan Area (DMSELPA). A SELPA is a consortium of school districts that serve the common needs of their students. Belonging to the DMSELPA allows Aveson to control the budget and human resources of its Special Education (Sped) Program. Maintaining our own Sped program allows us to have:

- More staff.
- Higher quality staff.
- Reduced impact on the general budget.
- A full inclusion model with Response to Intervention at its core.

Aveson's Sped program is run and facilitated by Aveson's Director of Special Education. Aveson Schools and the Director of Special Education consults with DMSELPA for specialized training for staff on special education compliance and program components. The Inclusion Specialist works closely with the Sped consultant to manage all IEPs, facilitate all IEP meetings, train and closely guide all Specialized Academic Instructors, and works one-on-one or in small groups with students with IEPs.

On average, every two classrooms at Aveson have a Specialized Academic Instructor. These staff members are responsible for supporting the classroom advisor with students who have MTSSs, IEPs or 504 plans.

504 Plans

Section 504 is a part of the Americans with Disabilities Act (ADA) that prohibits discrimination based upon disability. Section 504 is an anti-discrimination, civil rights statute that requires the needs of students with disabilities to be met as adequately as the needs of the non-disabled are met. The 504 Plan is a plan developed to ensure that a child who has a disability and attending an elementary or secondary school receives accommodations that will ensure their academic success and access to the learning environment.

If your child doesn't qualify for an IEP (Individualized Education Program) but has a diagnosis or a recognized condition that still requires some accommodations and modifications to fully participate in the classroom, your student's MTSS may recommend a 504 plan. The "504" in "504 plan" refers to Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which specifies that no one with a disability can be excluded from participating in federally funded programs or activities, including elementary, secondary or postsecondary schooling. "Disability" in this context refers to a "physical or mental impairment which substantially limits one or more major life activities." This can include physical impairments; illnesses or injuries; communicable diseases; chronic conditions like asthma, allergies and diabetes; and learning problems. A 504 plan spells out the modifications and accommodations that will be needed for these students to have an opportunity to perform at the same level as their peers, and might include such things as wheelchair ramps, blood sugar monitoring, an extra set of textbooks, a peanut-free lunch environment, home instruction, or a tape recorder or keyboard for taking notes.

A 504 plan, which falls under civil-rights law, is an attempt to remove barriers and allow students with disabilities to participate freely; like the Americans with Disabilities Act, it seeks to level the playing field so that those students can safely pursue the same opportunities as everyone else. An IEP, which falls under the Individuals with Disabilities Education Act, is designed to provide educational services. Students eligible for an Individualized Education Program, represent a small subset of all students with disabilities. They generally require more than a level playing field – they require significant remediation and assistance, and are more likely to work on their own level at their own pace even in an inclusive classroom. Only certain classifications of disability are eligible for an IEP, and students who do not meet those classifications, but still require some assistance to be able to participate fully in school could be candidates for a 504 plan.

Remember, Aveson's goal is to provide each student with the right instruction, given by the right person, given at the right time. We are committed to finding the best course of action to ensure the academic, social-emotional, and behavioral success of all of our students.

If you have any questions or concerns about Aveson's Special Education Program, please do not hesitate to contact Aveson's Special Education Director.

Healthy Living

Nutritional Guidelines

One of our objectives at Aveson is to encourage and educate our students about the benefits of a healthy lifestyle including nutritious eating, as well as helping to cultivate a dining experience rather than contributing to the “eat-and-run” culture to which we have unfortunately become so accustomed. In support of our vision of a school reflecting nutritious and healthy eating and living, as a first step we ask that families consider choosing healthful food options when packing their child's lunch and avoid such food items as soda and candy.

Aveson School Lunch Program

Aveson is pleased to provide school lunch to all of our students. We offer breakfast/snacks and lunch service Monday through Friday. All of our lunches are consistent with our Healthy Living philosophy. We pride ourselves in being able to provide nutritious as well as scrumptious meals for our students.

Should you wish to learn more about our school lunch program, contact the Food Services Director.

Events, Activities & Programs

Connect with the Site Director/Principal

On a monthly basis, a connection and chat session is scheduled to promote open communication and collaboration between Aveson and our community. In most cases the forum serves as an open dialogue with Q&A. These sessions are facilitated by ASL's Site Director/Principal and announced on the ASL ParentSquare calendar.

Field Trips

Class field trips are selected and planned by the advisor to enrich the students' experience of a particular aspect of the curriculum. Each advisor is given freedom to choose trips that they find most appropriate to supplement their classroom activities. Usually field trips are organized by cadre (Tk/K, 1-2, 3-5). Although the classroom advisor is ultimately in charge, parent participation is appreciated and necessary to help facilitate field trips. In order to facilitate effective and successful trips, the class advisor may select parent helpers to accompany the class or to help with tasks for the trip in accordance with our volunteering guidelines/policies. All

parents are welcome to accompany their child on field trips. There is limited space on the bus, so parents are chosen by lottery (email your child's advisor after the trip is announced to enter the lottery). Even if your name is not picked, you may drive your own car and meet the class at the location of the field trip, depending on the nature/needs of the field trip and our volunteering guidelines/policies. Your child must ride the bus to and from the location, even if you are driving your own car.

In addition, we are fortunate to be located in an area of Altadena that is surrounded by local trails and hiking opportunities. It is common for students to take walking field trips around campus in order to access these wonderful natural resources. Please make sure that you have filled out any necessary field trip permission forms before the date of the field trip.

Action Teams

Aveson has traditionally encouraged parent involvement via Action Teams. The reason for this is very clear – our parents want *action!* Action Teams can meet all year long, or come together for a short period of time for a specific purpose. You don't have to be *on* an AT to come to a meeting or event – just check the calendar or contact the facilitator to get involved.

Parent Liaisons

In the unique learning environment that is being created here at Aveson, we seek to meet the needs of each individual student. Individual needs, interests and abilities are fostered and respected. In order for this to take place, we welcome additional resources to support this model of learning. Our staff is incredibly trained, experienced and motivated, yet in a COMMUNITY OF LEARNERS, we often must reach out to the greater community for assistance. The Parent Liaison Program has been born out of this need.

Communication - It is the primary role of the Liaison to serve as an information conduit between advisor and the rest of the school community. Each liaison is assigned to a particular advisor, and will relay pertinent class information and needs to the community via ***ParentSquare, phone calls, and in certain circumstances, written notice.***

Community Building - On a school-wide level, the liaisons work collaboratively to help execute several community events throughout the year. These events aim to create a unified, cohesive family atmosphere on campus. Our goal is for all families to feel welcome on campus, and to realize that *everyone* is needed to make our vision a reality. Liaisons will be called upon to assist with school-wide activities such as: ***Celebrations of Learning, Teacher Appreciation Events, Field Trips and Potluck/Mixers.***

Volunteer Ambassadors - Our liaisons understand the great importance that volunteers have in our classrooms and throughout the school, and they actively inspire the community as a whole to get involved.

If you are interested in volunteering as a PL, you can reach out to the Aveson Community Organization (see information below).

Aveson Community Organization

The Aveson Community Organization (ACO) is Aveson’s parent-teacher organization. The purpose of the (ACO) is to enhance and support the educational experience at Aveson Schools by:

- Providing an organization through which the parents, school, and teachers can work cooperatively to strengthen the community
- Fostering a closer connection between school and home by encouraging parent involvement
- Providing volunteer and financial support for Aveson programs

Parents and guardians wishing to learn more about the ACO or to get involved can visit their website at: www.avesonaco.org

Fundraising

Charter schools, like public schools, receive funding from the State of California that covers most operating expenses. However because Aveson is committed to keeping low student-to-teacher ratios, our per student revenue is lower than other public schools. That means our General Fund has an ongoing structural deficit. Our primary focus in fundraising at Aveson is to bridge the gap between the State budget and our actual operating expenses. Note: our fiscal year runs from July 1 to June 30.

Annual Fund

The Annual Fund raises unrestricted funds for our General Fund. It is the most flexible and immediate source of income for our school, and supports advisors, staff, and virtually every other aspect of school life. You have the option to make your gift in a single sum, or make monthly donations—whichever works best for your family’s budget. Donations of any size are encouraged since a 100% participation level is one of the most effective measures cited by outside granting institutions when evaluating a program for funding.

ACO Fundraising

The ACO sponsors several “Fun”draisers throughout the year. In the past such events have included the Fall Festival, student Read-a-Thon and adult only silent/live auction events. The money raised at these events goes to the ACO. In May of each year, the ACO general membership can vote on how the money should be spent to directly benefit Aveson School of Leaders.

Annual Notifications

Each school year families are asked to read and acknowledge notification of Federal, State, and Board policies and procedures. The annual notifications will be distributed to families to read and acknowledge receipt.

Board Policies

Aveson Board Policies may be accessed via the website aveson.org. Should you have questions at any time about implementation of policies at ASL please contact the Executive Director.



AVESON SCHOOLS

"School of Possibilities."

Aveson Global Leadership Academy

Student and Family Handbook

2023-2024

575 West Altadena Drive, Altadena, California 91001
Office: (626) 797-1438 | Fax: (626) 817-9060 | www.aveson.org

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Introduction

Welcome to Aveson Charter Schools!

Aveson Charter Schools are free public schools. They consist of two, small, student-centered learning communities with a focus on personalized learning, social leadership, and healthy living. Aveson School of Leaders is our school of TK-5th grade students and Aveson Global Leadership Academy is our school of 6-12th grade students. The co-founders of Aveson dreamed of a place where students of all cultural, socioeconomic and academic backgrounds would reap the rewards of a state of the art education on a typical public school budget. And because we know all students do not learn in the same way, Aveson is a place where academic learning is individualized while social leadership skills are maximized.

We believe...

- Social leadership requires personal responsibility.
- Personal responsibility develops by connecting ideas and people.
- Connecting ideas and people requires access to knowledge and a willingness to learn.
- It is both how we pursue our learning and what we do with our knowledge that sets us apart.

Aveson's Mission

Aveson's mission is to redefine teaching and learning so all children have the opportunity to experience an exemplary public education. We provide the right instruction for every student every day by supporting innovative teaching methods and a personalized, experience-based learning environment to ensure no child is left unknown.

Our mission is supported by the following **Guiding Principles**:

- Vision means seeing what could be and what will be and living the difference.
- There is no such thing as too much truth.
- How you say it is as important as what you say.
- When identifying problems, offer strategies and solutions.
- Everyone's time is valuable.
- Your commitment is to make others around you successful.
- Our growth together requires us to grow individually.
- Integrity is everything.

Aveson's Culture and Climate

At Aveson we are creating a climate and culture of safety, connectedness and composure. Aveson defines climate as the environment in which a student learns. We know we have a positive climate when our students feel like they are safe, valued, and treated equitably. Culture, on the other hand, is our set of core values, or Guiding Principles, and patterns of behavior that are supported by the Aveson community through our school-wide policies and our customary ways of acting. Aveson's culture answers the questions: "What is this school about?" and "What is important here?" By building a positive culture and climate, Aveson strives to have its culture and climate align directly to its mission.

We anchor all of our culture and climate expectations around the following school-wide behaviors (**RISE**):

- Responsibility
- Integrity
- Safety
- Equity

In order to promote a culture and climate that focuses on the academic, emotional, behavioral, and physical safety of all persons on campus, Aveson has established the following four safe school goals:

- All students and staff members will be provided a safe teaching and learning environment.
- All students will be safe and secure while at school, when traveling to and from school, and when traveling to and from school related activities.
- All students and their guardians will have access to all available community resources.
- Aveson Charter Schools will provide an educational environment where students, parents, staff, and community members shall effectively communicate in a manner that is respectful to all cultural, racial, family, and religious backgrounds.

We deeply believe that together, we are better. Respect for individuals, and delight in diversity, underlie the curriculum in every classroom and in every gathering of staff and parents. Our goal is to create a model of community that supports our mission, and guides our children throughout their lives.

It is expected that all persons on campus will adhere to our mission by following RISE and the Eight Guiding Principles at all times.

What is a Charter School?

There are more than 700 public charter schools in the state of California. Although each one may be unique in mission, program and challenges, they all have some critical elements in common. Primarily, charter schools address the need for parents to have expanded choices in the kinds of educational experiences available to their children.

Although the Pasadena Unified School District authorizes our public charter schools, Aveson Charter Schools is a public, independent California nonprofit corporation, a 501(c)(3) corporation. This means we manage our own finances, staffing, and curricular choices as well as maintain our own Board of Directors.

To view our written charters in full, please refer to Aveson's website (www.aveson.org) or ask for a copy in the main office.

Aveson Board of Directors

The founders of Aveson School of Leaders and Aveson Global Leadership Academy charter schools believed, based on evidence, the best decisions made at a school are made by those closest to the students. So at Aveson schools, Advisors (teachers) have the autonomy to make the right decisions for the students in their classrooms. The school administration also has autonomy to make the best decisions for the entire school staff and student body. The role of the Aveson Board of Directors is to oversee the outcomes of those decisions and guarantee success in the following four areas: 1) Finance, 2) Compliance, 3) Academics and 4) Fidelity of the Charters. The board must have a minimum of 3 members. The following is a list of current board members:

- Elsie Rivas Gomez, president
- Rob Dell Angelo
- Bridgette Brown
- Trinity Jolley
- Javier Guzman
- Jeiran Lashai
- Kat Ross
- James Perreault

Aveson board meetings are held regularly. Agendas for regular meetings are posted 72 hours in advance of the meeting in and outside of the main office of each Aveson Charter School, and are posted on our website. Special board meetings are called as needed. Special meeting agendas are posted 24 hours prior to the meeting. All members of the public are welcome and can provide public comment and the beginning of the meetings.

In compliance with State of California laws, all Aveson Board of Director Meeting agendas and minutes are available to the public online at <https://www.aveson.org/board-of-directors>

Purpose of This Handbook

The purpose of this handbook is to provide all Aveson Global Leadership Academy community members with information regarding our philosophies, policies, and procedures regarding the academic, emotional, behavioral, and physical safety of all persons on campus.

Instructional Design and Teaching Methods

The Aveson Global Leadership Academy educational program effectively serves the needs of students in grades 6-12 by providing a Personalized Mastery Learning Portfolio for every student. Each student's learning experience represents a systematic, thoughtful approach toward mastering the California state content standards and CCSS, developing leadership skills, and exploring healthy living practices.

As a small charter school, AGLA faculty are able to get to know their students' personalities, learning styles, and background, allowing master teachers to provide the right instruction every day. Some students benefit from a more structured, "traditional" setting. Others may be most successful working with groups of other students on projects. All students are exposed to a variety of educational experiences so they can learn not only the content and skills, but students can learn about how they learn best. By making the educational process one where students are encouraged to explore and develop their own preferences, AGLA nurtures the capacity of all students to become lifelong learners.

AGLA Curriculum

Based on the above common areas of focus and teaching methods, the curriculum is comprised of three primary components:

- (1) Academic Success through Personalized Mastery Learning
- (2) Social Leadership
- (3) Healthy Living

Academic Success through Personalized Mastery Learning

Every student has a story which includes their academic history (skills and content), strengths and challenges, areas of interest, preferred modality of learning, and life/social skills. It is imperative for all schools to learn each story and identify the most beneficial method of instruction for each student. As repeatedly noted in this petition, while the curriculum conforms to state frameworks and CCSS, students have a Personalized Mastery Learning experience. All students must exhibit mastery of Foundational Learning Outcomes in order to pass a course. Students are also encouraged to show mastery on Extension Learning Outcomes based on their passion and or interest area. All students move through their day or week; they are working towards mastery in the following core curriculum areas:

English

English credentialed Advisors have collaborated to create a Personalized Mastery Learning Portfolio which has converted California state content standards and CCSS to Learning Outcomes. The statements are called Learning Outcomes.

Every English class is a highly collaborative, experiential environment where students have time to work independently when necessary but where students have many chances to work in community: to read, write, edit and revise, and research: create and explore driving questions, take notes, watch, listen, present, defend, and reflect

History

History credentialed Advisors have collaborated to develop essential outcomes which were derived from California state content standards and CCSS. The statements are called Learning Outcomes.

Every History class focuses on building student critical thinking, research, and synthesizing skills through project-based learning. Students learn content through mini-lesson overviews and by creating rigorous projects focusing on topics of interest within their historical context. Instruction consists of Formal and Informal Discussions.

Mathematics

The curriculum is a balance of a) problem-solving, b) computation, c) conceptual understanding. Math credentialed Advisors have collaborated to develop essential outcomes which were derived from California state content standards and CCSS. The mathematics block involves large group instruction, small group instruction, and independent practice. Students experience math integrated across content areas, investigative, hands-on, inclusive of peer teaching and tutoring, tiered, with problems and multiple strategies for differentiated instruction, and supported by classroom discussions.¹ Students use a variety of assessments and multiple opportunities to show mastery of math standards.

Science

Credentialed Science Advisors use flexible learning blocks to provide authentic project-based learning experiences, direct instruction, small group instruction and independent practice. Advisors provide or students choose assessments which will show evidence of mastery of one or multiple Learning Outcomes. Advisors provide small group instruction to students working on similar learning goals. Advisors also conference with students individually as needed to check on learning progress and provide feedback.

¹

Physical Education

Students learn how to work as a team and individually while developing their physical skills. The emphasis is on physical activities students can do any time without expensive equipment or special access. The activities include: walking, running, hiking, aerobic exercise, and anaerobic exercise. Each student has a Personal Fitness Plan (PFP). Body composition and physical strength is assessed and then students set goals based on the data. The PFP goals are worked on in and outside of the school day. All 6th through 9th grade students participate in state Physical Education testing.

Language other than English

Spanish is and will be the primary language other than English taught at Aveson. Students will also be able to study other languages by attending courses at a community college.

Electives

Middle and high school elective courses give students the chance to take classes outside of a prescribed plan of coursework. This lets students pursue other interests they may have, giving them a more "well-rounded" education. These electives also let students find subjects that might interest them and change the direction they wish to take with their education. Electives may reflect a student's interests, introduce or improve skills, or be directly related to a future career.

High school students must take at least one full year of a College Preparatory Elective. The intent of the college-preparatory elective requirement is to encourage prospective UC students to fill out their high school programs with courses that will meet one or more of the following objectives:

- Strengthen general study skills, particularly analytical reading, expository writing and oral communications;
- Provide an opportunity to begin work that could lead directly into a major program of study at the University; and
- Experience, at some depth, new areas of academic disciplines that might form the basis for future major or minor studies at the University.

Social Leadership

AGLA students are encouraged and guided through the process of building social leadership skills which impact individual students, peers, and the greater community. Students participate in various activities throughout the year to these 21st century skills which are necessary to advance in life.

Advisory-Based Social, Emotional, and Behavior Curriculum

One of the core tenants of the Aveson model is building a positive culture and climate through advisory-based learning. Our advisors use the CharacterStrong social-emotional advisory curriculum for both middle school and high school. Using the advisory-based approach to social, emotional, and behavioral support allows advisors to be proactive rather than reactive. Advisors take a social, cognitive, and behavioral approach to working with students within a classroom support system that is realistic, fair, consistent, and caring, in order to develop the skills necessary for lasting growth and development. Advisory is the foundation for helping students develop their social, emotional, and behavioral learning. During advisory, advisors have the opportunities to:

- **Have a culture of caring in their classrooms** – Advisors should speak to their students with respect and expect that students do the same in return.
- **“See” and know each student** – Advisors should recognize each student's potential, help them find their talents, and give them the knowledge and skills to turn their talents into strengths.
- **Believe that each of their students can and wants to be successful** – Advisors should understand that behavior is only the symptom. It is not the problem. All children can and want to be successful.
- **Be organized** – Advisors should have a plan everyday, be on-time, and have the materials they need for the day's lessons.
- **Set clear expectations** – Advisors should have a clear, fair, realistic, and consistent core classroom support plan. Advisors should use advisory time to explicitly teach their students about classroom expectations through advisory-based learning.
- **Be fair and consistent** – Advisors should construct their advisory-based curriculum to effectively meet the needs of all of their students.
- **Take the time to explicitly conference with their student(s) about their social, emotional, and behavior development** - Advisors should ask guiding questions to engage the students' critical thinking and reflective skills in order to teach them how to identify their behavior and feelings, why their behavior might not have been a positive choice, how it might have affected others, what they could do differently next time, and what their plan is to restore justice.
- **Run a meaningful advisory circle each day** – The advisory circle is the primary vehicle for teaching social, emotional, and behavior skills. Advisors should use this time to remind and reinforce core classroom support plans and expectations, Aveson's Guiding Principles, and R.I.S.E. through the use of modeling, role-play, skits, literature, class meetings, and other advisory-based learning.
- **Help students identify a way to restore justice** – When a “wrong” needs to be made “right”, a student should develop a plan to restore the injustice that they created with their behavior. Advisors should help students create a realistic plan that directly relates to the behavior in question, and that will in fact restore justice to the involved stakeholders.

Healthy Living

For 6-12 grade students, “healthy living” focuses on learning about and managing emotional, mental, and physical health. These topics are interwoven into the school day through explicit units, small projects, during the advisory and interdisciplinary projects and through enrichment activities.

Healthy living also focuses on character education. Advisors help students learn about safe, kind, and responsible behavior, a well-accepted model for secondary schools. Staff models these practices and explicitly reinforces them in their language with students. Students are asked to consider and examine their own beliefs and behaviors given different situations.

Homework

- Aveson adheres to a non-traditional homework policy. As homework for the sake of homework has virtually no impact on student achievement, Aveson’s homework policy is non-traditional in the sense that homework is personalized and it is assigned based on need.
- Students are expected to read for at least 30 minutes at least four days a week outside of school depending on their grade. Students are expected to practice math and work on projects and study to be prepared for content classes.
- Advisors will send out general expectations and specific assignments they have for student work at home; however, students who use time wisely throughout the day will have a great deal of time to complete a majority of expected work while at school.

Assessments and Mastery Learning

What does assessment look like at AGLA?

- Students are assessed on what they know and have learned (not penalized for the things they do not yet know).
- Students are given multiple attempts to master skills with personalized instruction to ensure their success.
- Students are given multiple means of assessment and often choices about how they are assessed always considering their unique strengths and challenges: projects, written and/or verbal multiple-choice short and long answer tests and quizzes, performance tasks, timed and process writing pieces, discussions, presentations, conferences, practice work, etc.
- Throughout the year, students are assessed formally and informally through diagnostic, formative, and summative assessments. Advisors use the information from these assessments to design specific curriculum to target individual student need.
- Mastery Learning Outcomes:
 - Students are given a set of Mastery Learning Outcomes for each class which are skill-based learning objectives adopted from the Common Core Standards when applicable.

- Students are evaluated based on their actual skills rather than if they turned in their work by a due date or completed extra credit.
- Students take ownership of their learning by linking evidence which shows proficiency in each outcome.
- Students learn deeply and hold on to their learning because they consistently reflect on what they have learned within their outcome tracker by writing authentic (metacognitive) reflections that use the rubric language to defend their work.
- Educators assess the reflections and the evidence by conferencing with students.
- Students and Families are able to see the pace at which their student is meeting learning outcomes at all times by checking their outcome trackers. Advisors give progress reports three times each semester and a report card at the end of each semester.
- Personalization: students are treated as individuals with unique passions, talents, needs, goals, and learning styles. Because we evaluate students solely on their actual skill level, we have adopted many strategies, tools, and norms to help students become independent learners, critical thinkers, and problem solvers as well as organized students who grow in their ability to set and meet reasonable goals and to always challenge themselves. Therefore, we rely on a student's level of self-efficacy and level of proficiency in skills as well as student interest and motivation to determine decisions such as how much or little technology the student uses during class, seating arrangements, whether the student is allowed to create their own due dates or needs an advisor to set them, what type of assessment they are given to meet a particular skill etc. We use terms such as autonomy and restricted choice to help students understand that we personalize instruction based on specific need.

AGLA Grading Policy

We always focus our conversations around the learning, not the grades. However, we also understand the importance of grades as an authentic representation of student progress. We have created a grading system that supports our goal in focusing on the learning rather than the letter grade.

Throughout each semester, we will use data and narratives to keep families updated on their children's current level of progress and areas of growth. At each progress report, we will inform families of the student's current progress using both a letter grade along with a narrative. At the end of each semester we will record the letter grade in PowerSchool. **The letter grade will be an authentic representation of what the student can do consistently and independently and in a variety of settings.**

<p>Foundational Outcomes All students will work towards showing mastery on all foundational outcomes.</p> <p>Extension Outcomes Extension Outcomes exist to foster growth for students who demonstrate the need for intellectually demanding opportunities beyond the scope and sequence of the course.</p> <p><u>Levels of Mastery for Outcomes:</u></p> <p>Advanced (A) Student mastered content/skill with 95-100% consistency; they could apply it to new contexts and/or their evidence could be used as an advanced exemplar. They can show their skills independently, consistently and in a variety of settings. Their evidence exceeds the course expectations.</p> <p>Proficient (P) Student has mastered their content/skill with 80-94% consistency; they can show their skill independently, consistently and in a variety of settings. Every aspect of proficiency on the rubric is met. Their evidence meets course expectations.</p> <p>Developing (D) Student has mastered 70-79% of their content/skill. Their evidence reveals a minor gap to the course expectations.</p> <p>Emerging (E) Student has mastered less than 69% of this skill. There is a significant gap between their evidence and the course expectations.</p>	<p><u>Final Grade Explanation:</u></p> <p>Grade A: Student mastered all foundational outcomes with a combination of proficient and advanced scores and mastered agreed upon extension outcomes OR student mastered all foundational outcomes at an advanced level.</p> <p>Grade B: Student mastered all foundational outcomes with a combination of proficient and advanced rubric scores and did not complete the agreed upon extension outcomes.</p> <p>Grade C: Student mastered at least 70% of the foundational outcomes at the proficient level and will be able to access the next course successfully. Student evidence is likely a combination of proficient, developing and emerging rubric scores. Student reflections may be incomplete or absent.</p> <p>Grade D: Student mastered less than 69% of the foundational outcomes and has not yet learned the skills to readily access the next course. This is likely a combination of emerging and developing rubric scores. In addition, reflections may be incomplete or absent.</p> <p>Grade F: Student has not yet mastered 60% of the foundational outcomes and has not yet learned enough of the skills to move on to the next course. This is likely a combination of unattempted foundational learning outcomes, emerging and/or developing rubric scores. In addition, reflections may be incomplete or absent.</p>
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*If a student desires to improve a grade, it can only be done from the Fall of the academic school year through the end of the Summer session of the same academic year. If the initial class is taken during the Fall semester it will be recorded as such. If the retake of the class is taken during the summer, the Summer grade will replace the Fall grade. The Fall grade will still appear on the transcript, but will not have a credit value. The class will appear as a Summer class on the transcript for class credit.

*All classes taken as an "honors" class must be designated as such in the master schedule. Advisors

will identify classes being offered as “honors” classes at the beginning of the semester/academic year.

Progress Reports

Advisors will build school/family partnership throughout the year and ensure clear and consistent communication with families regarding student progress.

At the time of progress reporting, any student and their family will be informed of a possible C, In Progress, or Not Passing grade and reach out to the student and family to create and implement a plan for success.

AGLA will have one official progress report at the quarter mark of each semester.

- PowerSchool Data: Advisors will record the letter grade with a comment drop-down which will be sent home to families.
- Student Created: Advisors will lead students through a reflective process around their progress over the quarter. Students will send home an approved email to families that includes their current grade and a reflection.

Standardized Testing

As a public school, AGLA participates in state and federal assessments. The Summative Assessments are comprehensive end of year assessments of grade-level learning that measure progress toward college and career readiness. Each test, English language arts/literacy (ELA) and mathematics is comprised of two parts: (1) a computer adaptive test and (2) a performance task, administered within a 12-week window beginning at 66 percent of the instructional year for grades 3 through 8, or within in a 7-week window beginning at 80 percent of the instructional year for grade 11.

The Summative Assessments are aligned with the Common Core State Standards (CCSS) for English language arts/literacy (ELA) and mathematics. The tests capitalize on the strengths of computer adaptive testing—efficient and precise measurement across the full range of achievement and timely turnaround of results.

Student Led Conferences

- Student Led Conferences take place about 10 weeks into each semester. During these conferences, students will discuss their current performance level in each class, set behavioral/personal achievement goals, and set realistic goals for the rest of the semester.
- All students are required to attend.
- They will be required to present the process of learning--showing their work, their defenses, and answering questions on the choices they made.
- Families will be asked to inquire about their performance and celebrate their effort. The expectation is not that they 'teach' - but rather 'explain' the steps they took and the skills they developed.
- This is not a parent/ teacher conference as your child should have a solid understanding of their current progress, goals, and needs.
- Within their conference time, students should be showcasing their Mastery Learning Portfolio. They will be engaging in a rich conversation with their parents/guardians about the Mastery Learning Outcomes they have attempted and plan to attempt.

- Advisors will be on hand to assist and guide - but will not be able to conference. The goal with the SLC is for students to engage in a robust conversation about the process of learning.

Celebration of Learning

- Students present their learning (examples of learning may include a project, a difficult problem they can solve in math, an essay, a presentation, etc.) to an authentic audience. The idea is to have students present the process of learning, answer questions on the choices they made, and celebrate their individual and group effort. The expectation is not that they 'teach' - but rather 'explain' the steps they took and the skills they developed.
- Families may be the primary audience initially, but students understand that presenting to authentic audiences in the community is essential.

Supporting Student Achievement at Home

Aveson recognizes the integral role academic support from home plays in the achievement of students. Aveson recommends that students receive ample opportunities outside of school in the areas of:

- **Literacy:** Reading a variety of texts to and with students has been demonstrated to foster vocabulary development, critical thinking and an appreciation for literacy.
- **Math:** Engaging in genuine and authentic conversations on how mathematical principles apply in everyday experiences (estimating driving time based on distance; modifying a recipe's serving size).
- **Effort:** Recent research underscores the role effort plays in academic achievement as well as student efficacy. Emphasizing effort over innate intellect has been demonstrated to have long-term positive effects on student achievement and perception of self. Telling a student, "I noticed that you tried to solve that problem even when you found it challenging" reminds students that academic success is strongly due to commitment, volition, and effort rather than inherent "smarts."

Communication Policy

Our school saying is, “Go to the source.” Open communication is the foundation for a successful safe, respectful, and responsible school culture and climate. At Aveson, not only is open communication encouraged, it is welcomed, and appreciated. In order to continue growing as a school of leaders, it is imperative that all school stakeholders feel that they have a voice and know how to voice their concerns, questions, ideas, and appreciations. Aveson is constantly changing in order to meet the academic, social, and emotional needs of its students. In order to stay abreast of the dynamic school environment, it is crucial to be proactive in receiving and requesting information.

How to Receive Information

- Read all emails sent from school
 - Advisors
 - ParentSquare
- Read all hard-copy information sent home with your child or sent via mail.
- If your child's advisor has a web page, blog, or other online workspace, check this resource frequently.
- Attend the beginning of the year Back-to-School Night.
- Attend the bi-annual Celebration of Learning events.
- Attend the evening Community Forum meetings.
- Attend the morning “Donuts and Danishes with the Director” meetings.
- Make an appointment with your child's advisor for a phone or in-person conference.
- Create a plan with your child's advisor to volunteer in the classroom.
- Send a written note with your child addressed to the appropriate person with whom you wish to communicate.

How to Request Information

- Email your child's advisor.
- Send a note with your child addressed to the appropriate person with whom you wish to communicate.
- Make an appointment with your child's advisor for a phone, Zoom, or in-person conference.
- Call the school office to request an appointment with other school personnel

School Messenger Telephone System

Aveson may use a telephone broadcast system that will enable school personnel to notify all households and parents by phone within minutes of an emergency or unplanned event that causes early dismissal, school cancellation, or late start. The service may also be used from time-to-time to communicate general announcements or reminders.

How to Resolve a Complaint or Concern

At times, parents or guardians may have a complaint or concern that they wish to voice. We welcome direct and swift communication in order to be most effective in helping to resolve the situation. Aveson believes that conflicts are best handled when taken directly to the person that the conflict involves (go to the source). In this way, the “middle-man” is avoided and communication does not get confused.

- Concerns, complaints, or questions regarding your student's academic and/or behavior progress should be addressed directly to your student's advisor.
- Concerns, complaints, or questions regarding school policies, procedures, or philosophies should be addressed to the site director.
- Concerns that cannot be adequately addressed with your student's advisor should be directed to the site director.
- You may email at any time or call the main office to set up a phone, Zoom, or in-person conference with the person with whom you need to speak with.

**Please note, that in order to maintain the safety of all of our students, at no time may a parent or guardian approach or address another student regarding a concern that they may have. Concerns need to be brought to the appropriate school adult only.

Drop-Off/Pick-Up Procedures

Morning Drop Off

The east Altadena Dr. car line opens at 8:00 a.m. and closes at 8:30 a.m. After 8:30 a.m., please pull into the front lot to drop off and have your child report to the front office for a late slip.

After School Pick Up: Middle School

On Mondays, Tuesdays, Thursdays and Fridays, the east Altadena Dr. car line opens at 2:30 p.m. and closes at 3:15 p.m. On Wednesdays, the carline opens at 1:55 p.m. and closes at 2:45 p.m. Please note, city traffic signs prohibit left turns entering and exiting AGLA campus.

After School Pick Up: High School

On Mondays, Tuesdays, Thursdays and Fridays, the east Altadena Dr. car line opens at 2:53 p.m. and closes at 3:42 p.m. On Wednesdays, the carline opens at 2:07 p.m. and closes at 2:52 p.m. Please note, city traffic signs prohibit left turns entering and exiting AGLA campus.

Who May Pick-Up Your Student?

Any parent/guardian or person listed on the student's emergency card may pick-up your child from school. If a person is picking up your student and they are NOT listed on the emergency card, a written notification expressing your permission with the specific dates of pick-up must be submitted to our front office before your student will be released. In order to keep all of our students safe, there will be no exceptions to this policy.

Early Pick-Up

Any student being picked up before the official end of school, must be signed out, in-person, by a parent/guardian or person listed on the student's emergency card from the front office. If a person is picking up your student and they are NOT listed on the emergency card, a written notification expressing your permission with the specific dates of pick-up must be submitted to our front office before your student will be released. In order to keep all of our students safe, there will be no exceptions to this policy.

Before School Supervision

AGLA supervision for students begins at 8:10 a.m. Students may not be on campus prior to this time to ensure safety and proper supervision.

After School Supervision

Students who are going to be picked up by a parent/guardian must do so at the conclusion of each school day. Students who walk or take public transportation must do so at the conclusion of each school day. There are no exceptions to this policy. Please help keep your child safe by respecting this policy and picking up your child on time.

Safety Procedures, Policies and Protocols

Disaster Preparedness

Aveson has a comprehensive disaster preparedness plan in order to maintain the safety of all persons on campus in the event of an emergency. Our disaster preparedness plan includes:

- California Education Code mandated monthly fire drills and thrice-yearly earthquake drills. During these drills all persons on campus practice safe “duck and cover” procedures in the case of an earthquake in conjunction with safe evacuation of building procedures.
- A yearly disaster drill in which all school personnel are assigned to a crisis response team and the entire school simulates a grave earthquake disaster.
- Purchasing and maintaining disaster preparedness supplies. These supplies include, but are not limited to: sanitation supplies, search and rescue supplies, first aid supplies, and food and water for up to three days.
- Monthly “lock-down” drills. During this drill, all persons on campus secure themselves in the event of an on-campus intruder.
- A designated safe location in the event that all persons on campus need to evacuate the school building. At Aveson Global Leadership Academy, this location is Loma Alta Park tennis courts, 670 West Loma Alta Drive, Altadena, CA 91001, (626) 794-8811.
- Providing all credentialed personnel with first aid and CPR certification courses.

In the event of a school or city/state-wide emergency, all persons on campus are mandated to follow the school's disaster preparedness plan and follow the directions of school personnel. Should students need to be picked-up, it is imperative that all guardians show their full cooperation when coming to pick-up their child. In order to keep all children safe, we ask all guardians coming to pick-up their child adhere to the following policies and procedures:

Aveson Global Leadership Academy will be located at Loma Alta Park tennis courts. No guardians will be allowed onto the tennis courts.

Students will be released only to guardians identified on the school emergency card, which is required to be filled out by guardians as part of the Enrollment Packet. A picture identification will be required to pick-up any student from campus. All guardians should consider the following criteria when authorizing another person to pick up their child:

- They are at least 18 years of age.
- They are usually home during the day, or can leave work easily.
- They could walk to the school campus, if necessary.
- They are known to the child.
- They are both aware of, and able to assume this responsibility.

The process of signing-out a student during a grave emergency may take time. We ask that all guardians maintain the integrity of the procedure by waiting patiently and out of the way of the flow of human and/or automobile traffic.

All guardians should impress upon their children the need for them to follow the directions of any school personnel in times of an emergency.

Aveson Global Leadership Academy

Emergency Preparedness Plan

In the event of a disaster or emergency during school hours, please follow these protocols.

Communication

In the event of a disaster or emergency, we ask that our telephone lines (if available) remain open and accessible to school personnel. Please do not telephone the school. Instead we will do our best to contact you via the following methods:

ParentSquare

- Automated phone, text message, and/or email from ParentSquare.
- Post on ParentSquare with updates.
- To optimize effectiveness of ParentSquare, ensure your current phone number is on file with the school.

Other Resources

- American Red Cross: (626) 799-0841
- LA County Fire Station #11: (626) 797-2104
- CalTrans (road conditions): (800) 427-7623
- CHP (Altadena): (626) 296-8100
- LA County Sheriff Department (Altadena): (626) 296-2130
- AM Radio: 1070 (KNX), 640 (KFI), 980 (KFW), 790 (KaBC)

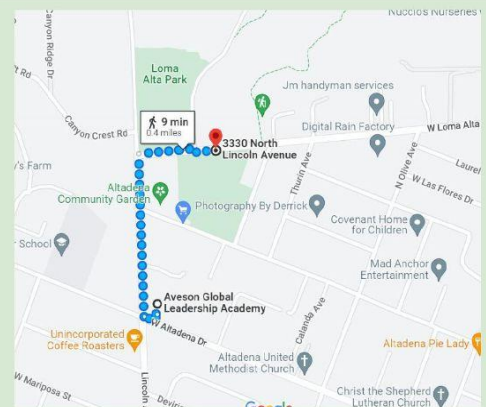
Student Checkout Procedures

- Proceed to the **Loma Alta Park** tennis courts.
- **A valid picture ID** will be required to request and pick-up any student. Students will only be released to **parents/caregivers identified on the school emergency card.**
- Wait in line at the SE gate to reunite with your student.
- A designated runner will locate the student(s) and bring them to meet the parent/caregiver.
- Be aware that no parents/caregivers will be allowed onto campus, unless given permission to do so by a school personnel member.
- In order to keep all students safe, it is important for any parent/caregiver to know that the process of signing out a student during a disaster or emergency may take time. We ask that all parents/caregivers maintain the integrity of the procedure by waiting patiently.

Reunion Gate Details

Tennis Courts @ Loma Alta Park (located in the lower park, next to the equestrian facility).

3330 N Lincoln Ave
Altadena, CA 91001



Signing-in and Signing-out Procedures for All Campus Visitors

Any visitor, whether a child or adult, must enter campus through the main office doors. In order to keep all persons on campus safe, it is imperative that school personnel know who is on campus at any given time. Upon entering the front office, visitors should:

- Immediately commence the reason for the visit
- Show proper identification
- Wait at the front office until the visit has been cleared by AGLA personnel
- Sign the visitor's sign-in log with name/date/time and reason for visit
- Wear the visitor sticker in a prominent place on the body.
- Upon completion of the visit, all visitors must sign the sign-out log, return the visitor's sticker and exit through the front office doors.

These protocols must be adhered to even if a parent or guardian is on campus simply to pick their student up from school and would like to collect the student themselves. Children who are not enrolled at AGLA are not to be on campus unless prior approval from the Administrator or Designee.

All AGLA personnel reserve the right to question all visitors on campus to determine if they have signed-in properly, safely, and are engaging in the reason for their visit.

Medications

If your child has a known medical condition that the school needs to be made aware of, please make sure to do the following:

- Fill out the necessary information on your student's emergency card (i.e., insulin dependent diabetic, ADHD and taking medication, Epi-Pen for allergic reaction to bee stings).
- Make sure to contact the Office Manager with pertinent details and information.
- Make sure to contact your child's advisor with pertinent details and information.
- Make sure your child's emergency card is up-to-date, accurate, and has several alternate contact numbers.

In order to protect the health safety of all persons on campus, no student will be allowed to personally carry or self-administer without supervision any prescription or over-the-counter medications.

All medication, whether prescription or over-the-counter, must be brought to the school's office and an accompanying form must be filled out. All medications will be monitored by the Office Manager. Your child will have supervised access to their medication at any time, per the instructions on the medication form.

Accidents

It is Aveson's top priority to keep all persons on campus physically safe. The school environment is frequently assessed in order to provide a safe and secure campus for all

persons. However, despite all precautions taken, students, staff, and/or visitors may become injured while on campus. In the unlikely event that a person should become injured while on campus, Aveson will take the following action steps:

- Using “Universal Precautions”, provide any individual with appropriate first aid and/or
- CPR, including calling 911.
- Document all injuries occurring on campus on our injury log or accident report form.
- File appropriate injury claims with our insurance company.
- Contact the appropriate persons of the injured person if necessary.

If any person should become injured while on Aveson's campus, it is imperative that Aveson personnel be contacted immediately to report the injury.

Head Injury

All minor or major head injuries will be reported to parent/guardian immediately.

Illness

If your child should become ill, it is important to maintain the health and safety of all persons on campus by adhering to the following policies:

- If your child is ill with a highly communicable illness (i.e. strep throat, head lice, whooping cough, scarlet fever, Covid-19, flu), contact the school right away to inform them of possible exposure to other school persons.
- If your child needs to stay at home to rest and recover, please email the school each day that your child will be absent and send a written notification to verify the reason for the absence. Emails should be sent to agla-attendance@aveson.org
- If your child will miss a significant number of school days due to illness, please contact your child's advisor for class assignments and projects and/or to develop an independent study plan while your child is away from school. The front office staff will assist in setting up the independent study plan.
- If your child has a fever, do not send them to school. Your child must be free from fever for at least one full day prior to returning to school.
- If your child has been cleared to return to school, but must follow a recovery plan while at school (i.e., recovering from a broken arm, no participation in PE for the next two weeks), please notify school personnel immediately in order to communicate the recovery plan to the appropriate school persons.

Lost and Found Items

Lost and found items are collected on a daily basis. It is highly encouraged that parents take time on a weekly or monthly basis to look through the lost and found items. Aveson donates all unclaimed items to a local shelter or Goodwill each month.

Student Permission

At the beginning of each academic school year all parents or guardians are asked to fill out the "Student Permission" page included in the Welcome Packet. By initialing each permission section, parents or guardians *give* permission to have their child participate in certain school activities (such as internet, walking field trip, and senior off-campus lunch). It is very important for this page to be completed each school year so that Aveson personnel know which students may or may not participate in these school activities.

Recording, Filming, Photography

In accordance with the above policy and California Education Code, in order to keep all students safe and to maintain the integrity of our students' privacy, it is imperative that no person on campus record, film, and/or photograph any student without the explicit written permission of each student's parent or guardian AND the permission of the school.

Technology

Acceptable Use Policy

The use of technology, including resources found on the World Wide Web, are an integral part of the teaching and learning at Aveson. In order to keep all students safe, all persons on campus who use computers to access the Internet must abide by the following regulations:

- Any use of school technology, including Internet access, must be school appropriate and must be in support of education and research, or school business.
- It is prohibited by law to download any copyrighted material, including, but not limited to: games, music, graphics, videos, or text materials.
- It is prohibited to access any newsgroups, links, listservs, social networking sites, blogs, pornographic content or other areas of cyberspace including those which may be offensive to any individual or group of individuals because of racial, ethnic, or minority disparagement, advocacy of violence, or illicit/illegal content.
- Plagiarism is unacceptable and is prohibited.

Cell Phone and Electronic Devices

Pursuant to CA Ed Code Section 48901.5, which permits the governing board of each school district, or its designee, to regulate the possession of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, cell phones, video games & consoles, iPods, tablets, and signaling equipment, by pupils of school districts while pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees,

- Cell phones
 - Cell Phones must be kept off and stored in backpacks or at the front office once school begins
 - Cellphones are not allowed to be used by students at AGLA while on school property or during school hours (MS- 8:30-3:05; HS- 8:30-3:32).
 - If this policy is violated 3 times, the student will not be able to bring a cell

phone to school until an administrative review and consultation is held with parent/guardian

- If this policy continues to be violated, the administration reserves the right to revoke cell phone usage privileges indefinitely
- Chromebooks/Laptops
 - Personal laptops are not allowed on the AGLA campus. Students will be assigned an Aveson chromebook for the current school year. If a chromebook is not assigned, students will receive a loaner chromebook in each class that can be used to complete their work for that period. After class is over students will leave the chromebook and will receive another one in the next class
 - If a student has been issued a chromebook and does not bring it to school, a loaner will be issued no more than two times. A meeting will be held with the parent/guardian after the second loaner
 - Students must come to school with chromebooks fully charged
 - If a Chromebook becomes damaged beyond repair, lost or stolen, it is the parent/guardian's responsibility to pay full retail price for the damages; as outlined in the "School & Parent Responsibility Form | Chromebook Program."
- Headphones
 - Students may use headphones with permission only.

Walking Field Trips

Throughout the school year advisors plan a number of walking field trips to locations near the campus. The trips are an outgrowth of learning activities and essential to the program at our school.

Off-Campus Lunch (12th Grade ONLY)

Aveson seniors have the opportunity to leave campus for lunch with parent/guardian signed permission form. In order to maintain off-campus privileges, seniors must:

- Sign-out and Sign-in at the front office
- Arrive on time to the following period/block
- Follow AGLA's guidelines and state laws
- Leave all bags/backpacks on campus
- All items purchased must be finished before returning to campus

If any off-campus rules are broken, students' off-campus lunch privileges can be suspended at Aveson's discretion.

Social, Emotional, and Physical Safety Policies

It is Aveson's top priority to keep all persons on Aveson's campus socially, emotionally, and physically safe at all times. Aveson will not tolerate any person being harassed or abused in any way. Working together, Aveson's directors and Student Support Coaches, will immediately and compassionately address any instance of child abuse, bullying, sexual harassment, hate crime or any other violation to one's social, emotional, or physical safety.

By law, Aveson Global Leadership Academy is a mandated child abuse reporting institution.

AVESON CHARTER SCHOOLS ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-BULLYING POLICY

Aveson Charter Schools believes that all students, staff and visitors have a right to a safe, connected and healthy school environment free from discrimination, harassment, bullying and intimidation. Aveson values and celebrates all abilities, races, cultures, religions, countries of origin, sexual orientations, genders and languages. ***We understand and recognize that not all people are equally valued in our larger society. Aveson is committed to standing up for and taking action against all racist and discriminatory behaviors whether intentional or not.*** As such, we take our policies and safety very seriously. Behavior that infringes on the safety of any student, staff or visitor is prohibited and will not be tolerated.

Aveson's prohibition of discrimination, harassment and bullying are in accordance with Penal Code section 422.55 and California Education Codes sections 220 and 48900. All families will receive a copy of this policy via the Aveson Student and Family Handbook, made available to all families at the start of each new school year.

Anti-Discrimination, Anti-Harassment and Anti-Bullying Policy

Aveson Charter Schools and community are committed to making their schools free from unlawful discrimination, harassment and bullying and providing equitable opportunities for all individuals in their community. ***Aveson Charter Schools will not tolerate any person being discriminated against, harassed or abused in any way.*** We stand against racism, hate and discrimination. We are a color-conscious organization and strive to talk about race openly and honestly. We are dedicated to working with staff and families to foster the growth of anti-racist children.

Any student who engages in discrimination, harassment or bullying of another student or anyone in the Aveson community may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in discrimination, harassment or bullying may be subject to disciplinary action up to and including dismissal from employment. Aveson will seek to prevent, correct and discipline behavior that violates this policy or any

other infringement to one's social, emotional, or physical safety. School response to violations may be informed by and in conjunction with appropriate law enforcement agencies.

This policy pertains to any instance of discrimination, harassment, or bullying that takes on campus, during an off-campus school event, or on any digital platform (email, Zoom, text, Google docs, etc).

Aveson's Expectations:

Aveson expects all persons to contribute to a safe learning environment for all students, staff and visitors. Aveson, its students and the community have an obligation to promote mutual respect, understanding, and acceptance. A student will not intimidate, harass, or bully another student through words or actions, whether on the physical school site campus, during an off-site school-sponsored event or by means of an electronic act. Any person (student, staff member, volunteer, visitor) who commits an act of discrimination, harassment or bullying is in violation of this policy.

We expect all persons to adhere to and strive for self-efficacious behavior that follows our ***School Family Agreement*** and our ***Guiding Principles*** (see links below). Aveson ensures that this policy will be followed by providing on-going professional development and training for all staff and providing direct and explicit instruction for all students in the areas of antiracism, anti-discrimination, inclusion, conflict resolution and social and emotional learning. In addition, the Aveson Board of Directors will oversee the Aveson Executive Director and hold them accountable for implementation of this policy.

All staff are expected to immediately intervene when they see an act of discrimination, harassment or bullying or upon receipt of any report of discrimination, harassment or bullying. Staff are expected to immediately report these incidents to the Site Director/Principal. People witnessing or experiencing discrimination, harassment or bullying are encouraged to report the incident to their Advisor or the Site Director/Principal as soon as possible. Any member of the Aveson community may make an anonymous report of discrimination, harassment or bullying and Aveson strictly prohibits retaliatory behavior against any complainant or any participant in the complaint process.

Anonymous reports can be made by filling out our electronic reporting form. This form does not record email addresses and once filled out will be submitted to the Site Director/Principal. To make an anonymous report of discrimination, harassment or bullying, use the following link:

Discrimination

- **Definition:** Discrimination is the unjust or prejudicial treatment of different categories of people or things, especially on the grounds of race, age, religion or personal sexual identification; denying any student or staff, of any personal, professional growth opportunities: as well as any opportunities for advancement, on the bases of race, religion, sex, sexual orientation or identification. This includes discrimination that occurs in virtual, internet based or on-line settings.
- **Examples:** The following examples of discrimination are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - Student Tina has asked others to use the pronoun “he”. A fellow student refuses to and keeps referring to Tina as “she” saying that Tina is a “girl” and should be called “she”.
 - Todd was discouraged by their school counselor when applying to college. When Todd said he wanted to apply for an Ivy League college, the counselor said, “ Don’t waste your time. They don’t accept African-Americans”.
 - Jared is Muslim. He informs his advisor that he prays 5 times daily as part of his religion and asks his advisor if he could use his free class time to pray. The advisor denied Jared’s request to pray.

Harassment/Sexual Harassment

- **Definition:** Harassment is written, verbal or physical behavior that demeans, humiliates, embarrasses or any kind of ongoing torment towards a person. This includes conduct that is based on a student’s actual or perceived race, color, national origin, sex, disability, sexual orientation, gender identity or expression, religion or any other distinguishing characteristics. This includes harassment that occurs in virtual, internet based or on-line settings.

Sexual Harassment?

Sexual harassment is unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, physical or virtual conduct of a sexual nature, when:

- **Examples:** The following examples of harassment and sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - While walking to lunch each day, John gets nudged on the shoulder by the same student. The student whispers that John’s skin is too black.
 - A group of students pass by Joanne at recess each day and whistle at her. Sometimes they tell her she looks “pretty” or “ slutty” depending on what she is wearing.

- Submission or rejection of such conduct is used as a basis for employment or education decisions affecting individuals; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance, or creating an intimidating, hostile or offensive working or educational environment.

Bullying

- **Definition:** Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing that has or can be reasonably predicted to have the effect of causing fear for one's person or property, causing detrimental effects to one's physical or mental health, causing interference with one's academic performance and/or causing one's substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by a school. This includes bullying that occurs in virtual, internet based or on-line settings.
- **Examples:** The following examples of bullying are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
 - Sam is afraid to walk home from school. Every so often, another student waits for them and threatens to punch him if Sam doesn't do things for them at school, like steal the teacher's computer passwords.
 - Tim took a photo of a classmate at a party during the weekend. The photo shows the classmate's underwear. Tim sends the photo to other students via text and email.
 - Shelly tells her friends to never sit with Maria at lunch because Maria's food looks weird and doesn't smell good.

Reporting Discrimination, Harassment and Bullying:

The following actions will be taken when discriminatory, harassing or bullying incidents are reported at Aveson:

Notify:

Anonymous reports can be made via *STOPit*. Upon receipt of any report of discrimination, harassment or bullying an appropriate Aveson staff member, including, but not limited to a Director, Student Support Team member and/or an advisor, will direct an immediate investigation.

STOPit:

AGLA has partnered with *STOPit*, an online reporting tool designed to deter and mitigate bullying, cyber abuse, and inappropriate behaviors. Anonymous tips can be made via [STOPit Web](#) or the WeTip phone hotline: (818) 699-0504.

Investigate:

An investigation will take place and will include interviewing the alleged perpetrator(s) and victims(s), identified witnesses, advisor(s) and staff members.

Parents/guardians will be notified after the conclusion of the investigation by a Director or Student Support Staff member.

All reports and incidents will be documented in Aveson's student information system and will be kept strictly confidential. The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Action

Students who violate Aveson's policies on discrimination, harassment and bullying may be subject to progressive interventions and/or disciplinary actions, leading up to and including suspension and expulsion from Aveson Charter Schools. Aveson's disciplinary actions adhere to ***Aveson's Discipline Philosophy*** (see link below) which follow age-appropriate and developmental procedures, ensuring that teaching, learning and restorative practices guide the actions taken.

Follow-up

Aveson will continue to support the accused and the victim(s) after the incident has occurred in order to support on-going learning, growth and prevention of future incidents of discrimination, harassment and bullying. For example:

- Restorative conversations
- Weekly check-ins with students and/or families involved
- Role Plays
- Restorative projects
- Explicit and direct instruction on discrimination, harassment or bullying

If the processes by which Aveson took to notify, investigate, act and follow-up on any incident of discrimination, harassment or bullying were not conducted with integrity to this policy, any Aveson community member may reach out to the Director and/or the Aveson School Board.

Supporting Documents:

- [Aveson's Guiding Principles](#)
- [AGLA School Family Agreement](#)
- [Discrimination, Harassment & Bullying Anonymous Reporting Form](#)
- [AGLA's Charter Renewal 2016](#) (see pp 60-78, Suspension & Expulsion Procedures)

Student Support: Discipline Philosophy, Policies, and Procedures

Aveson's Discipline Philosophy

At Aveson, we strongly believe that in order to maintain and preserve the integrity of Aveson's culture and climate so that the goals of personalized learning, social leadership

and healthy living can be realized, children must be guided in their social, emotional, and behavior development in conjunction with their academic development.

Student Support versus Student Management

At Aveson, we think about discipline in a fundamentally different way. We believe that students' social, emotional, and behavior development needs to be supported and guided through teaching, modeling, shaping, and prompting in order to foster the potential for lasting change. At the foundation of this belief is the idea of discovering why students are or become socially, emotionally, and/or behaviorally challenged. When we are able to identify why students are challenged, we can then work with the student to create proactive behavior support plans that will ultimately teach the student how to identify their "triggers," self-regulate their emotions, and give the skills the student requires in order to meet their needs in alternative, or more constructive ways.

Therefore, at Aveson, not only do we support students in their academic development, we strive to dedicate as much time, energy, and care in the support of all students' social, emotional, and behavior development as part of building a positive culture and climate.

AGLA Behavior Referral Process

A process where student behavior is referred to Student Support Coaches due to incident being Tier 1, Tier 2 or Tier 3. Advisor will fill out a referral stating what happened and will be turned into the front office. SSC's will then follow up with all parties involved and if necessary will contact parents as well. A restorative conversation will take place with the student and Advisor or other involved parties.

Plagiarism Policy

Instances of Plagiarism

- | | |
|------------------|--|
| First Incident: | Conversation with student and advisor and email or phone call home informing the family. |
| Second Incident: | Conversation with student and advisor and parent. Assignment resubmission. |
| Third Incident: | Meeting with student, parent/guardians, and site director/principal. |

Missing Citations of Sources

- | | |
|------------------|--|
| First Incident: | Additional instruction on citation of sources. |
| Second Incident: | Conversation with student and advisor and email or phone call home informing the family. |
| Third Incident: | Conversation with student and advisor and parent. Assignment |

resubmission.

Fourth Incident: Meeting with student, parent/guardians, and site director/principal.

Student Support Coach (SSC)

At Aveson, because the social, emotional, and behavior development of students is valued and explicitly taught in conjunction with a student's academic development, Aveson created the role of Student Support Coach (SSC) to specifically support this program. The role of the SSC is to support all students in their social, emotional, and behavior development, in addition to supporting all advisors in the development of their classroom behavior support plans. The SSC supports all Tier 1, 2, and 3 students. Using the Response to Intervention philosophy, the SSC in conjunction with the student, their family and their advisor determines the best course of action to best support each student.

In-house / Classroom Suspensions

Not to be used lightly or regularly, and depending on the severity of a student's needs, and/or the progression of a student's behavior, a student may be suspended from their classroom and be given an in-house (on campus) suspension for an amount of time determined by designated administrator. A student's home adult(s) will be made aware of this option if it looks like a student's behavior may progress to this point. In addition, the first place of suspension for the student would be with the team-advisor's class and the student would need to be provided with the class assignments or a reasonable alternative to work on while under suspension. All suspensions would be supported by the school counselor, SSC and/or advisor to process the situation with the student.

Home Adult(s) Conference

The SSC may decide to conference with the student's home-adult via phone, email, or in person. However, after working with a student, the SSC may decide to have the student's primary advisor conference with the student's home adult(s) regarding the student's behavior.

California Education Code Suspension / Expulsions

If a student's behavior violates the California Education Code, Aveson always has the right to formally suspend and/or expel a student. However, Aveson will invoke this right as a last resort if:

- All other methods of supporting the student have proven unsuccessful.
- The severity of the student's behavior warrants a formal suspension or expulsion.

Recommendations

Depending on the student and the severity and/or frequency of the student's behavior, the SSC may make the following recommendations:

- **Student Behavior Plan:** A behavior plan is a weekly contract between the student, home adult(s), and advisor that focuses on 1-3 targeted goals for the student to work on. The goals are created by all stakeholders (most importantly the student) and each day or at the end of each week, the student works with the advisor to reflect on the behavior goals. The student and advisor each “grade” the student's progress towards the goals and this progress is communicated to the home adult(s) on a weekly basis. The successful progress toward each goal may or may not include an extrinsic reward/consequence as motivation. The goal is to help the student self-monitor their behavior and work towards eliminating the behavior plan altogether.
- **Multi-tiered System of Supports (MTSS):** If the student, after many modifications and accommodations, is unable at the current time to be successful within the core behavior program, it may be beneficial to activate the MTSS process for the student. An MTSS is a meeting where involved stakeholders join together in examining the student's strengths and challenges and to discuss strategies and solutions to address their academic and/or behavioral needs in order to help the student improve their educational experience.
- **Tiered Designation:** If the student, after being provided modifications and accommodations, is unable at the current time to be successful within the core behavior program, it may be beneficial to refer the student for Tier 2 or Tier 3 support. The tiered system of identifying students is part of Aveson's discipline and academic philosophies of **Response to Intervention (RtI)**. RtI is a series of steps taken when a student has been identified as struggling academically and/or behaviorally in the classroom setting. The following are additional action steps the SSC may take under the Tier 2 or 3 designation.
 - Referral to the MTSS
 - Assign Adult Mentor
 - Increased Parental Involvement (including shadowing the student at school)
 - Behavior Plan
 - Pull-out/change of environment
 - Counseling and/or Social Skills Referral
 - Home Visits
 - California Education Code suspensions/expulsions
 - Positive Reinforcement Incentives



Student / Staff / Community Culture and Climate Agreement

Student/Staff/Community RISE Agreement

	R Responsibility	I Integrity	S Safety	E Equity
Class	Make every decision while you are in the classroom based on what will make you the most successful. When identifying problems, offer strategies and solutions.	Create realistic timelines and set realistic goals for yourself. Ask for help as soon as you realize you are stuck or confused. Our growth together requires us to grow individually.	Treat adults, peers, and space with respect and thoughtfulness. How you say it is as important as what you say.	Protect everyone's learning environment by staying focused on what you are working on. Everyone's time is valuable.
Restroom	Use the toilet, urinal, sink and towels respectfully. Integrity is everything.	Politely knock on the door. Your commitment is to make others around you successful.	Only one person in the restroom. When identifying problems, offer strategies and solutions.	Wait patiently if the restroom is in use. Everyone's time is valuable.
Front Office	Inside voices. Your commitment is to make others around you successful.	Appropriate and respectful language and body movements. How you say it is as important as what you say.	Be patient and polite. Everyone's time is valuable.	Ask permission before using office equipment and supplies. There is no such thing as too much truth.
MPR/Cafe	Inside voices. How you say it is as important as what you say.	Pick up after yourself. Integrity is everything.	Keep all appropriate physical play activities outside. When identifying problems, offer strategies and solutions.	Remind others to clean their area. Our growth together requires us to grow individually.
Outdoor Space	Appropriate and respectful language and body movements. How you say it is as important as what you say.	Keep campus clean by picking up your mess and reminding others to do the same. Our growth together requires us to grow individually.	Use all play equipment how it is supposed to be used. Your commitment is to make others around you successful.	Play equipment is to be shared by all. Include others. When identifying problems, offer strategies and solutions.
Stairways	Keep the stairs clean and clutter free. Report damage and spills to the front office. When identifying problems, offer strategies and solutions.	Model good behavior for others on the stairs. Remind others to use RISE. Your commitment is to make others around you successful.	Walk on one side and keep going until you reach the top/bottom. Walk safely, always stay inside the railing. Our growth together requires us to grow individually.	Allow room for other people to pass on the stairs. Integrity is everything.
Hallways	Inside voices. How you say it is as important as what you say.	Appropriate and respectful language and conversations. Integrity is everything.	Keep all appropriate physical play activities outside. Your commitment is to make others around you successful.	Walk/stand on the right side to allow others to pass. Our growth together requires us to grow individually.

Body-Positive Student Dress Code

Dress Code Philosophy:

Historically dress codes have been written and enforced in ways that disproportionately impact girls, students of color and gender expansive students.

Aveson Global Leadership Academy's student dress code supports equitable, educational access and is written in a manner that does not reinforce stereotypes.

A school dress code is only as effective and fair as its enforcement.

To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our values are:

- All students and staff are responsible for managing their own personal focus without regulating other individuals' clothing/self expression.
 - This is in contrast to many dress codes which use unacceptable language to single females out. For example,
 - "dress and general appearance should not be such that it draws undesirable attention to the student, nor should dress and appearance detract or interfere with teaching and learning in the classroom and on the campus" (PUSD).
 - "clothing that draws undue attention to the wearer" PUSD)
- All students are able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- Student dress code enforcement will not result in unnecessary barriers to school attendance.
- School staff will be trained and able to use student/body-positive language to explain the code and to address code violations.
- Advisors will focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Reasons for conflict and inconsistent and/or inequitable discipline will be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection), dance (bare feet, tights/leotards), or PE (athletic attire/shoes).

- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.
- Allow students to wear:
 - clothing of their choice that is comfortable
 - clothing that expresses their self-identified gender
 - religious attire without fear of discipline or discrimination
- Prevent students from wearing clothing or accessories
 - with offensive images or language, including profanity, hate speech, and pornography
 - that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities
 - that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights
 - that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent unlawful action, defamatory speech, or threats to others or that could be construed as discriminatory

Dress Code

Aveson Global Leadership Academy expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect Aveson Charter School's intent to sustain a community that is inclusive of a diverse range of identities. The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school staff is responsible for seeing that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

1. Basic Principle: Certain body parts must be covered for all students at all times.

Clothes must be worn in a way such that genitals, buttocks, nipples are fully covered with opaque fabric. **All items listed in the "must wear" and "may wear" categories below must meet this basic principle.**

2. Students Must Wear*, while following the basic principle of Section 1 above:

- A **Shirt** (with fabric in the front, back, and on the sides under the arms), **AND**
- **Pants/shorts or the equivalent** (for example, a skirt, sweatpants, leggings, a dress or jeans), **AND**

- **Shoes.**

**Courses that include attire as part of the curriculum (for example, professionalism, public speaking, and job readiness) may include assignment-specific dress, but will not focus on covering bodies in a particular way or promoting culturally-specific attire. Activity-specific shoe requirements are permitted (for example, athletic shoes for PE).*

3. Students May Wear, as long as these items do not violate Section 1 above:

- Hats, which must allow the face to be visible to staff, and not interfere with the line of sight of any student or staff.
- Religious headwear
- Hoodie sweatshirts (wearing the hood overhead is allowed, but the face must be visible to school staff).
- Clothing which communicates a political or religious message (for example, U.S. involvement in a war, endorsing or criticizing a particular politician, or in support or opposition of a social issue)
- Fitted pants, including opaque leggings, yoga pants and “skinny jeans”
- Pajamas, athletic attire
- Ripped jeans or baggy pants, as long as underwear or buttocks are not exposed.
- Tank tops, including spaghetti straps; halter tops
- Visible waistbands on undergarments or visible straps on undergarments worn under other clothing (as long as this is done in a way that does not violate Section 1 above).

4. Students Cannot Wear:

- Images or language that creates a hostile or intimidating environment based on any protected class or consistently marginalized groups.
 - Violent language or images.
 - “Indecent, obscene, or lewd” messages including ones that are sexually explicit, have nudity, or use profane and offensive words such as hate speech, profanity, pornography.
 - Accessories that could be considered dangerous or could be used as a weapon.
 - Any item that obscures the face (except as a religious observance).
- Images or language depicting drugs or alcohol (or any illegal item or activity).
- Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).

5. Dress Code Enforcement

To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently using the requirements below. School administration and staff shall not have discretion to vary the requirements in ways that lead to discriminatory enforcement.

- The dress code will be clearly communicated to students in the handbook, during an introductory assembly, in advisory through discussions and activities.
- No student will be affected by dress code enforcement because of racial identity, sex assigned at birth, gender identity or expression, sexual orientation, ethnicity, cultural or religious identity, household income, body size/type, or body maturity.
- These dress code guidelines shall apply to regular school days and summer school days, as well as any school-related events and activities, such as graduation ceremonies, dances and prom.
- School staff shall enforce the school's dress code equitably for all students, (for example, female students, students of color, transgender students and gender nonconforming students are not subject to stricter enforcement than other students).
- Students will never be shamed or required to display their body in front of others (students, parents, or staff) in school. "Shaming" includes, but is not limited to:
 - kneeling or bending over to check attire fit or measuring straps or skirt length;
 - asking students to account for their attire in the classroom or in hallways in front of others;
 - calling out students in public spaces, in hallways, or in classrooms about perceived dress code violations in front of others; in particular, directing students to correct sagged pants that do not expose the entire undergarment, or confronting students about visible bra straps, since visible waistbands and straps on undergarments are permitted; and,
 - accusing students of "distracting" other students with their clothing.

Students will be discreetly asked to step out of spaces, hallways, or classrooms by staff (Director or SSC) and asked to change their clothing before returning to class ONLY when their clothing:

- reveals genitals, buttocks, or nipples
- includes images, language, or items that create a hostile or intimidating environment
 - includes violent language or images
 - includes "indecent, obscene, or lewd" messages including ones that are sexually explicit, have nudity, or use profane and offensive words such as hate speech, profanity, pornography
 - includes items that could be considered dangerous or could be used as a weapon
 - obscures the face (except as a religious observance)

In this case, students will have the following options:

- Change into alternative clothing (or alter clothing such as by turning clothing inside out or covering clothing with a sticker or tape) for the remainder of the day
- Change into temporary school clothing for the remainder of the day
- Ask parent/guardian to bring alternative clothing to wear for the remainder of the day

In all other situations, a staff member will speak to the student privately without disrupting instructional minutes to the student (not during class time). The staff member will request that the student choose one of the following options:

- Change into alternative clothing (or alter clothing such as by turning clothing inside out or covering clothing with a sticker or tape) for the remainder of the day
- Change into temporary school clothing for the remainder of the day
- Ask parent/guardian to bring alternative clothing to wear for the remainder of the day

If the student chooses not to, the student will continue their school day without disruption. The staff member will communicate with the student's parent/guardian and support staff for next steps.

Next steps will likely be a phone call to family and a follow up conversation with the student. The goal will remain to educate the student about the need for the specific part of the dress code that needs to be followed, including the rationale.

If the student habitually does not meet the requirements of the dress code, a team meeting will be held with the student, a family member and support staff with the goal of education and adherence to the policy.

*Enforcement will be consistent with a school's overall discipline plan. Failure to comply with the student dress code will be enforced consistently with comparable behavior and conduct violations, including access to a student advocate and appeals process.

*Students who feel they have been subject to discriminatory enforcement of the dress code should contact any trusted adult on or off of campus (support staff members such as the Student Support Coach, Executive Director, Director, or School Counselor are ready to listen and respond).

Attendance

School attendance is vital if a child is to achieve full potential. Students who develop patterns of good attendance are much more likely to be successful both academically and socially. As the new year begins, we urge you to make an effort to ensure that your child attends school **EVERY DAY**. It is the parent's/guardian's responsibility to provide documentation after the student has been absent in order to prevent absences from being converted to truancies.

According to California Education Code Section 48260, a pupil who is absent from school without a valid excuse for three days in one school year or is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be referred to Aveson's Student Attendance Review Team (SART).

Excused Absences - E.C. 48205

1. Due to illness.
2. Due to quarantine under the direction of a county or city health officer
3. For the purpose of having medical, dental, optometric, or chiropractic services rendered.
4. For the purpose of attending the funeral services of a member of their immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside of California.
5. For the purpose of jury duty in the manner provided for by law.
6. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent.
7. For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of their religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
8. For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code. For the purpose of spending time with a member of the pupil's immediate family, who is an active duty member of the uniformed services, as defined in Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district.
 - a. A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefore. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.
 - b. For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.
 - c. Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.
 - d. "Immediate family," as used in this section, has the same meaning as set forth in

Section 45194, except that references therein to "employee" shall be deemed to be references to "pupil."

Upon receiving appropriate verification that an absence occurred due to one of the reasons listed above, the school will consider the absence to be excused. A pupil absent from school for the above excused reasons shall be allowed to complete all assignments and tests missed during the absence that can reasonably be provided and, upon satisfactory completion, shall be given full credit. The teacher of any class from which a pupil is absent shall determine what assignments the pupil shall make up and in what period of time the pupil shall complete such assignments. The tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

Unexcused Absences

Any absence for reason other than those listed as EXCUSED ABSENCES are unexcused. It is the parent's/guardian's responsibility to provide documentation after the student has been absent in order to prevent absences from being converted to truanancies.

Truancy

Any pupil subject to compulsory full-time education or to compulsory continuation education who is absent from school without valid excuse three full days or tardy/absent for 30 or more minutes during the school day, or any combination thereof in one school year, is truant and shall be reported to the attendance supervisor or to the superintendent of the school district [Education Code 48260 (a)]. Upon a pupil's initial classification as truant, the school district shall utilize the Notification of Truancy Letter to notify the pupil's parent/guardian [Education Code 48260.5], by mail or other reasonable means of the following:

- The pupil is truant.
- That the parent or guardian is obligated to compel the attendance of the pupil at school.
- That parents or guardians who fail to meet this obligation may be guilty of an infraction and subject to prosecution.
- That alternative educational programs are available in the district.
- That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.
- That the pupil may be subject to prosecution.
- That the pupil may be subject to suspension, restriction or delay of the pupil's driving privilege.
- That it is recommended that the parent or guardian accompany the pupil to school and attend classes with the pupil for one day.

Reporting Absences and Tardies

It is the responsibility of the parent or guardian to contact AGLA's office before 10 a.m. if their child(ren) will be absent or tardy and to provide appropriate written documentation for excused absences as defined above. Acceptable written verification includes:

- A note or email (email: agla-attendance@aveson.org) from the parent or guardian (for illness less than three days).

- The doctor or medical facility (if the absence is due to a medical, dental, optometric or chiropractic appointment).
- Court documents, etc.

In addition, if a student is absent for three or more consecutive days, the student will need a release from their physician before returning to school. If a student is tardy, the parent or guardian must accompany the student to the office and sign the child(ren) in.

Excessive Absences and Tardies

Excessive absences and tardies severely impact the social, emotional, behavioral, and academic development of students. It is Aveson's belief that students with excessive absences and tardies need immediate intervention and support in order to positively and constructively change the absence and/or tardy behavior. Whether the absences/tardies are excused or not, students with excessive absences and/or tardies will first be referred to Aveson's Student Attendance Review Team (SART) to review the student's attendance and develop a plan to support the students success.

Short-Term Independent Study Contracts

If your child will be absent from school for more than two days with a valid excuse (as per California Education Code specifications), you must contact your child's advisor as soon as you are aware of the absence in order to develop an independent study contract for your student. The contract will outline the assignments and/or projects that your child is responsible for during their absence. As the guardian of the student, it is your responsibility to ensure that your child maintains their educational integrity even in times of school absence.

Student Support: Specialized Academic Instruction and Student Study Teams

Aveson's Special Education Program

Aveson's unique student population consists of diverse learners. Due to our philosophy of personalized learning, we believe that each student at Aveson deserves to receive the right instruction, from the right person, at the right time. Using the Response to Intervention model, most students will thrive and achieve academic success within the core academic program, while some students will need specialized academic instruction through special education in order to fully access the core curriculum.

Aveson is committed to helping every student become academically and globally competent in order to maximize their full potential as 21st Century citizens. This commitment acknowledges that some students may receive additional support at Aveson through special education or a 504 Plan.

Aveson is a member of The Desert Mountain Charter Special Education Local Plan Area (SELPA). Like all public schools in the United States, Aveson adheres to "Child Find," which has the purpose of identifying, locating, and evaluating children and youth ages 3 to 22 years of age who are suspected of having a disability or developmental delay. This is done in order to provide appropriate special education services under the law. A referral may be made by a parent or any person concerned about a child. Parent involvement and agreement is obtained prior to further action. Information is confidential and the privacy of children and parents is protected.

The Individuals with Disabilities Act (IDEA) defines special education as "specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability." Students who qualify for special education have an Individualized Education Program (IEP).

An IEP is developed to ensure that a child who has a disability identified under education law and is attending an elementary or secondary educational institution receives the appropriate specialized instruction and/or related services to access their learning. A student must be evaluated by an educational institution and identified as eligible for special education programs and related services to receive an IEP.

Section 504, part of the Americans with Disabilities Act (ADA), is an anti-discrimination, civil rights statute requiring the needs of students with disabilities to be met as adequately as the needs of the non-disabled are met. A 504 Plan is developed to ensure that a child with a disability attending an elementary or secondary school receives accommodations to ensure their academic access to the learning environment.

Since we believe all students, no matter their particular academic, social-emotional, or behavioral challenge, learn and thrive together within the same classroom, we have

adopted an “inclusive” philosophy. This means students who qualify for special education services are in the general education classrooms to the maximum extent possible.

Response to Intervention (RtI)

Response to Intervention (RtI) is a three tiered model (detailed below). The approach identifies the 80% of students who are successful within the core academic and behavioral systems in place as Tier 1. Approximately 10-15% of students will be challenged by the core program and will need strategic Tier 2 interventions. Still, 5-10% of students require Tier 3 intensive intervention in order to be successful within the school setting. RtI helps advisors identify struggling students more accurately.

Aveson strongly believes that the key to a student's academic success is in understanding and truly knowing each student. Advisors come to know students through careful observation during whole group, small group, and one-on-one instruction. In addition, advisors use formal and informal academic assessments with all students on an on-going basis to gather data-driven information, which compliments observational information. In this way, advisors are constantly aware of which students may need extra support.

A series of steps are taken above and beyond the core program when a student has been identified as struggling academically and/or behaviorally, and RtI is provided with interventions, accommodations, targeted instruction and progress monitoring to help a student be successful within the core program. For most students, this process of careful observation, assessment, and intervention are all that is needed to get the student back on track.

Tier 1 – Core Program: Supports for All Students

At Aveson, advisor's core behavior support programs are developed using an advisory-based model. This focuses on an all encompassing social, cognitive, and behavioral approach with students. The core behavior support program centers around being proactive rather than reactive in order to build a positive culture and climate within the classroom. Classroom behavior support systems are fair, consistent, realistic, and caring.

The foundation of Aveson's Tier 1 core behavior and academic support program consists of the following:

1. Evidence-based Curricular Resources for math, literacy, and projects.
2. Use of Aveson created, literature-based social, emotional, and behavior curriculum during advisory in order to explore Aveson's eight Guiding Principles, emotions, conflict-resolution, and differences.
3. Explicit instruction about and how to engage in self-efficacious behavior. The Aveson model requires students to work successfully in groups and independently. Self-efficacy is evidenced by a student using and believing “I can...” statements. For example:
 - I can work well with others.

- I can work on my own.
- I can find the help I need to be successful.
- I can use my words to help me solve problems.

Tier 2 - Strategic Intervention Program: Additional Support for Some Students

Tier 2 supports are for students who are challenged by the core behavior and/or academic expectations of our program. An advisor will designate a student as needing Tier 2 support if they have used their core support program and are observing the student's growth being hindered. Tier 2 supports may include:

- Referral to the School Counselor.
- Development of attainable academic or behavioral goals with defined support and monitoring progress.
- Small group or 1:1 academic intervention.
- Behavior modification plan/contract.
- School-based Counseling
- Possible recommendation for MTSS (Multi Tiered System of Supports Team) and/or Tier 3 designation.

Tier 3 - Intensive Intervention Program

Tier 3 supports are designed for students who require more intensive academic and/or behavioral supports than provided in Tier 1 and 2. The MTSS team determines Tier 3 support once Tier 2 supports do not result in expected academic or behavioral progress over allotted time frame. In addition to Tier 2 supports, a student receiving Tier 3 support may receive:

- More frequent and longer in duration small group or 1:1 academic intervention.
- Possible referral for Special Education Evaluation

Multi Tiered Systems of Support (MTSS)

When a student is not responding successfully to the core academic and/or behavioral program it may be beneficial to activate the Multi Tiered Systems of Support (MTSS) process for the student. An MTSS team meeting involves stakeholders (advisors, parents/guardians, and other school personnel) joining together to recognize the student's strengths and examining challenges. The primary purpose is to discuss strategies and solutions that address academic and/or behavioral needs in order to improve the student's educational experience.

Activating the MTSS Process

The MTSS process can be activated by either a student's advisor or the student's parent/guardian. Regardless of who initiates the process, the procedures are the same. The following steps should be taken to activate the MTSS:

- Contact the MTSS Coordinator to request an MTSS.
- Gather detailed evidence of interventions tried and relevant home history

After the results of interventions have been documented, an MTSS meeting will be scheduled. At this meeting, the MTSS Coordinator will facilitate conversations between the advisors, the parents/guardians, and any other pertinent personnel invested in the student's success to identify interventions that have been tried, deliberate as to why they have been unsuccessful, and determine the next course of action to help the student.

MTSS Process Outcomes

Due to the fact that every student is different, all MTSS outcomes will be unique to the particular student. However, in general, the outcomes of the MTSS process for a student might include one or more of the following:

- If the MTSS interventions prove to be successful and the student returns to the core academic program, the MTSS process may conclude. The advisor would continue using effective interventions to maintain student success.
- Extend the MTSS process which will include scheduling additional meetings to allow additional data to be gathered through the intervention process.
- If the MTSS interventions prove to be unsuccessful and all possible interventions have been tried, a student may be referred for a psychoeducational evaluation through Aveson's special education program. Testing referrals are not made lightly and the team must truly feel that a student would benefit from the additional information this testing provides.

Special Education Psycho-educational Testing Outcomes

Aveson staff and/or parents/guardians may recommend a psycho-educational evaluation to determine if a student meets special education eligibility criteria if a student appears to be struggling to meet grade level academic functioning in the Core Program - and/or social-emotional functioning - despite participation in RTI or SST. Once parents/caregivers sign an Assessment Plan indicating the areas of suspected disability, Aveson is mandated by law to conduct the psycho-educational testing within a certain time frame. The following is a general outline for the assessment process:

- Your student will be assessed in all areas related to his or her suspected disability.
- A multidisciplinary team, including at least one special education teacher or other specialists with knowledge in the area of your child's suspected disability, will assess your child.
- The assessment will be conducted in the language and form most likely to yield accurate information on what your child knows and can do academically, developmentally, and functionally unless it is not feasible to provide or administer. When necessary, a qualified interpreter will be used to assist with the assessment.
- The assessment will include a variety of appropriate tests to measure your child's strengths and needs. The persons administering these tests will be qualified to do so.
- The assessment will be adapted for students with impaired sensory, physical, or speaking skills.
- Testing and assessment materials and procedures will not be racially, culturally, or sexually discriminatory.
- Once testing is complete, all findings will be shared with parents/caregivers during an initial IEP meeting

- Once the assessment reports have been completed, the Program Coordinator will schedule an initial Individualized Educational Program (IEP) meeting to include all required IEP team members. The school psychologist may contact parent/caregiver prior to the IEP meeting to review the psycho-educational assessment results. This will be an opportunity to discuss findings 1:1 with the school psychologist prior to the IEP team meeting.
- If eligibility for special education is determined (by the laws and regulations of IDEA, Individuals with Disabilities Education Act), an offer of FAPE (Free and Appropriate, Public Education) will be made by Aveson. If parents/guardians consent to the FAPE offer, then the student will begin participating in special education services and may receive supplementary aids and supports, if recommended by the IEP team.
- A student who does not meet eligibility criteria will not receive special education services and/or supplementary aids and supports.

Individual Educational Program (IEP)

An Individualized Education Program (IEP) is a written statement of the educational program designed to meet a child's individual needs. Every child who receives special education services must have an IEP.

What's the IEP's purpose?

The IEP has two general purposes: to set reasonable learning goals for a student, and to state the services that the school district will provide for the child. The IEP is developed jointly by the school system, the parents/guardians of the student, and the student (when appropriate).

Who develops the IEP?

The IEP is developed by a team of individuals that includes key school staff and the student's parents/guardians. The team meets, reviews the assessment information available about the student, and designs an educational program to address the student's educational needs.

When was the IEP developed?

A student's IEP must be reviewed at least annually after initial eligibility to determine whether the accommodations and modifications are being effective, and annual goals are being achieved. Revisions are made as deemed appropriate.

What's in an IEP?

Each child's IEP must contain specific information, as listed within IDEA, our nation's special education law. This includes (but is not limited to):

- The students present levels of academic achievement and functional performance, describing how the student is currently doing in school and how the child's disability affects their involvement and progress in the general curriculum.
- Annual goals for the student, meaning what parents and the school team think they can reasonably accomplish in a year.
- The special education and related services to be provided to the student, including supplementary aids and services and changes to the program or support from school personnel.
- How much of the school day the child will be educated or participate in activities separately from neurotypical students.

- How the student is to participate in state and district-wide assessments, including what accommodations the student needs and if they will participate in the regular or alternative state testing.
- When services will begin, how often they will be provided, where they will be provided, and how long they will last.
- How school personnel will measure the student's progress toward their annual goals.

Aveson's Special Education Local Plan Area (SELPA), Inclusion Specialist, and Specialized Academic Instructors

Aveson employs the Desert Mountain Charter Special Education Local Plan Area (DMSELPA). A SELPA is a consortium of school districts that serve the common needs of their students. Belonging to the DMSELPA allows Aveson to control the budget and human resources of its Special Education (Sped) Program. Maintaining our own Sped program allows us to have:

- More staff.
- Higher quality staff.
- Reduced impact on the general budget.
- A full inclusion model with Response to Intervention at its core.

Aveson's Sped program is run and facilitated by Aveson's Director of Special Education. Aveson Charter Schools and the Director of Special Education consults with DMSELPA for specialized trainings for staff on special education compliance and program components. The Inclusion Specialist works closely with the Sped consultant to manage all IEPs, facilitate all IEP meetings, train and closely guide all Specialized Academic Instructors, and works one-one-one or in small groups with students with IEPs.

On average, every two classrooms at Aveson have a Specialized Academic Instructor. These staff members are responsible for supporting the classroom advisor with students who have MTSSs, IEPs or 504 plans.

504 Plans

Section 504 is a part of the Americans with Disabilities Act (ADA) that prohibits discrimination based upon disability. Section 504 is an anti-discrimination, civil rights statute that requires the needs of students with disabilities to be met as adequately as the needs of the non-disabled are met. The 504 Plan is a plan developed to ensure that a child who has a disability and attending an elementary or secondary school receives accommodations that will ensure their academic success and access to the learning environment.

If your child doesn't qualify for an IEP (Individualized Education Program) but has a diagnosis or a recognized condition that still requires some accommodations and modifications to fully participate in the classroom, your student's MTSS may recommend a 504 plan. The "504" in "504 plan" refers to Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which specifies that no one with a disability can be excluded from participating in federally funded programs or activities, including elementary,

secondary or postsecondary schooling. "Disability" in this context refers to a "physical or mental impairment which substantially limits one or more major life activities." This can include physical impairments; illnesses or injuries; communicable diseases; chronic conditions like asthma, allergies and diabetes; and learning problems. A 504 plan spells out the modifications and accommodations that will be needed for these students to have an opportunity to perform at the same level as their peers, and might include such things as wheelchair ramps, blood sugar monitoring, an extra set of textbooks, a peanut-free lunch environment, home instruction, or a tape recorder or keyboard for taking notes.

A 504 plan, which falls under civil-rights law, is an attempt to remove barriers and allow students with disabilities to participate freely; like the Americans with Disabilities Act, it seeks to level the playing field so that those students can safely pursue the same opportunities as everyone else. An IEP, which falls under the Individuals with Disabilities Education Act, is designed to provide educational services. Students eligible for an Individualized Education Program, represent a small subset of all students with disabilities. They generally require more than a level playing field – they require significant remediation and assistance, and are more likely to work on their own level at their own pace even in an inclusive classroom. Only certain classifications of disability are eligible for an IEP, and students who do not meet those classifications, but still require some assistance to be able to participate fully in school could be candidates for a 504 plan.

Remember, Aveson's goal is to provide each student with the right instruction, given by the right person, given at the right time. We are committed to finding the best course of action to ensure the academic, social-emotional, and behavioral success of all of our students.

If you have any questions or concerns about Aveson's Special Education Program, please do not hesitate to contact Aveson's Special Education Director.

Events, Activities & Programs

Student Led Conference (SLC)

Student led conferences are designed for students to discuss their current performance level and set realistic goals for the remainder of the semester. The benefits of Student Led Conferences are numerous. Aveson students participate in SLCs in order to foster communication skills, promote executive functioning skills such as planning, organizing, managing time, increase self-efficacy, and think metacognitively.

ACIS Progress Meetings

For middle school students enrolled in the Aveson Center for Independent Study, parents take on the role of home educators and are closely involved in monitoring their scholars' progress on a daily basis. As such, ACIS scholars do not participate in student led conferences in the same way as their AGLA peers. Instead, within every 25 school days, ACIS scholars and home educators attend a progress meeting with their advisors to collaborate on academic goal setting and planning of assignments.

Celebration of Learning (COL)

Student achievement is showcased several times a year through COL. During COL, students lead demonstrations of recently acquired skills, present projects, as well as share progress towards established goals. Family members are invited to participate as the audience for their student.

Monthly Connections Meeting with Site Director/Principal

On a monthly basis, a morning chat session is scheduled to promote open communication and collaboration between Aveson and our community. In most cases the forum serves as an open dialogue with Q&A. These sessions are facilitated by AGLA's Site Director/Principal.

Community Forums

Three forums are scheduled each year for each school. This is an opportunity for parents to join advisors and staff in conversations about successes and challenges in the recent period. An agenda is made available prior to the meeting to discuss upcoming events, LCAP progress/updates, etc. This is a great opportunity for problem solving, community building and rejuvenation in a student-free environment.

Community Days

During Community Days, students from ASL (K-5) and AGLA (6-12) gather together in "villages" that include students from each grade level. Each village is led by an advisor who is not the primary advisor for any of the students assigned to their village. Community Days each have a different theme, but the main element is for students of all ages to work together on common activities that reflect Aveson values. Villages eat lunch together and join together in an outside activity. Each Community Day is organized and led by a rotating team of 3 or 4 advisors. Students stay with the same village for a whole year and form bonds outside of their regular advisory groups and their same-age cadres. Parent volunteers are needed and welcome during Community Days.

Field Trips

Field trips are often financially dependent on parent contributions. Class field trips are selected and planned by the advisor to enrich the students' experience of a particular aspect of the curriculum. Each advisor is given freedom to choose trips that they find most appropriate to supplement their classroom activities. Although the classroom advisor is ultimately in charge, parent participation is appreciated and necessary to help facilitate field trips. In order to facilitate effective and successful trips, the class advisor may select parent helpers to accompany the class or to help with tasks for the trip. All parents are welcome to accompany their child on field trips. There is limited space on the bus, so parents are chosen by lottery (email your child's advisor after the trip is announced to enter the lottery). Even if your name is not picked, you may drive your own car and meet the class at the location of the field trip. Your child must ride the bus to and from the location, even if you are driving your own car.

Lunch Program

ALL Students Eat Free!

Aveson is proud to be a participating member of the National School Lunch Program. The U.S. Department of Agriculture announced new waivers set in place for SY 2022/23. School's participating in the National School Lunch Program (NSLP) are permitted to maintain grab-and-go meal options and pandemic safety measures and offer FREE MEALS to all students.

Breakfast/Snack Bags and Lunch will be available to all students wishing to participate. A lunch order form will be available to indicate if you wish to participate in order to help forecast meal counts.

Balanced nutrition throughout the day contributes to student success in and out of the classroom. Aveson offers students fruits, vegetables, whole grains, lean protein and fat free or low fat milk with every school lunch. Updated federal nutrition standards also ensure these meals are within age-appropriate calorie levels and limit both unhealthy fats and sodium.

School meals have a direct impact on the health and well-being of children today. Not only do they have the opportunity to influence child nutrition daily through meal service, but they also have the opportunity to foster healthy eating habits that last a lifetime

Please forward any questions or concerns to the Food Service Director at foodservices@aveson.org

Volunteering at AGLA

Aveson families are strongly encouraged to contribute to the community through volunteering. While encouraging such participation, we also must maintain a safe environment for students and staff. Volunteers must adhere to our volunteer policies.

A person who comes to the school for a one-time special event (such as a guest speaker, presenter, or visitor) is considered a Visitor and is not required to complete the volunteer requirements. Visitors need to follow the process for visitors on campus, as outlined above.

Level 1 Volunteer

Level 1 Volunteers must be directly supervised by an Advisor/Administrator at ALL times. Sample Level 1 activities may include assisting in class with clerical tasks or tutoring a small group of students.

Level 2 Volunteer

Level 2 Volunteers may be out of the direct supervision of Advisors/Administrators. Sample Level 2 activities are Volunteer Sports Coach, Field Trip Chaperone.

Volunteer Requirements

- Complete a Volunteer Application and attach ID photocopy. Prior to volunteering, I.D. will be processed under Megan's Law annually on the CA Department of Justice database www.meganslaw.ca.gov
- Submit completed Tuberculosis (TB) Risk Assessment Questionnaire or provide proof of a negative Tuberculosis (TB) Test (Test must have been administered within the past four years)
- Read and sign the Confidentiality Agreement
- Read and sign the Receipt of Policy and Guidelines

Additional Requirement for Level 2 Volunteers

- Complete a Live Scan Fingerprint clearance through the U.S. Department of Justice. (Level 2 Volunteers only)

Aveson Community Organization

The Aveson Community Organization (ACO) is Aveson's parent-teacher organization. The purpose of the (ACO) is to enhance and support the educational experience at Aveson Charter Schools by:

- Providing an organization through which the parents, school, and advisors can work cooperatively to strengthen the community
- Fostering a closer connection between school and home by encouraging parent involvement

- Providing volunteer and financial support for Aveson programs

Parents and guardians wishing to learn more about the ACO or to get involved can visit their website at: www.avesonaco.org

Fundraising

Charter schools, like public schools, receive funding from the State of California that covers most operating expenses. However because Aveson is committed to keeping low student-to-teacher ratios, our per student revenue is lower than other public schools. That means our General Fund has an ongoing structural deficit. Our primary focus in fundraising at Aveson is to bridge the gap between the State budget and our actual operating expenses. Note: our fiscal year runs from July 1 to June 30.

Annual Fund

The Annual Fund raises unrestricted funds for our General Fund. It is the most flexible and immediate source of income for our school, and supports advisors, staff, and virtually every other aspect of school life. You have the option to make your gift in a single sum, or make monthly donations—whichever works best for your family's budget. Donations of any size are encouraged since a 100% participation level is one of the most effective measures cited by outside granting institutions when evaluating a program for funding.

Annual Notifications

Each school year families are asked to read and acknowledge notification of Federal, State, and Board policies and procedures.

Board Policies

Aveson Board Policies may be accessed via the website aveson.org. Should you have questions at any time about implementation of policies at Aveson please contact the Executive Director.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 7/31/2023
Quote No. 276447
Acct. No. 05:av:CA:12239873
Total \$73,500.00
Pricing Expires 7/31/2023

Aveson Charter School
1919 Pinecrest Dr
Altadena CA 91001

Payment Schedule	Contract Start	Contract End
	8/1/2023	7/31/2026

Site	Description	Comment	End Date	Qty
1.	Aveson Global Leadership Academy			
	Customized Live PD Training Session (can be used for refresher training, office hours, data review, or implementation support)		07/31/2026	1
	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	1
	Digital Libraries Enhanced CTE Site License		07/31/2026	1
	EdgeEX Promotional Access – Available Fall 2023, access not to exceed 6/30/2024		07/31/2026	1
	Live On Demand Tutoring for Math, ELA, Science, Social Studies, French and Spanish Courses available 7 days a week		07/31/2026	1
	MyPath 6-12 Reading and Math Site License		07/31/2026	1
	MyPath NWEA MAP Integration Annual Subscription		07/31/2026	3

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jeff Phillips
Inside Account Executive (CA Partners)
jeff.phillips@imaginelearning.com
Phone: 480-463-2964

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 7/31/2023
Quote No. 276447
Acct. No. 05:av:CA:12239873
Total \$73,500.00
Pricing Expires 7/31/2023

Subtotal	\$73,500.00
Total	\$73,500.00

Curriculum Associates®

Prepared For:

Byron Flitsch
Aveson School of Leaders
1919 Pinecrest Dr,
Altadena, CA 91001

Budgeting Quote - final quantities needed prior to purchase order

5/19/2023

Dear Byron Flitsch,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 305404.2 Valid through: 12/31/2023

Product	List Price	Net Price
i-Ready	\$19,750.00	\$19,750.00
Professional Development	\$4,600.00	\$4,000.00
i-Ready Partners Services	\$1,500.00	\$0.00
<i>i-Ready Partners Services Includes:</i>		
<ul style="list-style-type: none"><i>Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment</i><i>Account Management: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</i><i>Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</i><i>Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support</i>		
	List Total:	\$25,850.00
	Savings:	\$2,100.00
	Shipping/Tax/Other:	\$0.00
	Total:	\$23,750.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristin McGinty

kmcginty@cainc.com

This quote is for budgeting/estimate purposes only - cannot be used to purchase

Curriculum Associates®

Quote ID: 305404.2 Date: 5/19/2023 Valid through: 12/31/2023

Prepared For:
 Byron Flitsch
 Aveson School of Leaders
 1919 Pinecrest Dr,
 Altadena, CA 91001
 byronflitsch@aveson.org

Your Representative:
 Kristin McGinty

 kmcginty@cainc.com

Budgeting Quote - final quantities needed prior to purchase order

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	15003.0	1	\$19,750.00	\$19,750.00	\$19,750.00
i-Ready Subtotal:					\$19,750.00

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	28024.0	1	\$600.00	\$0.00	\$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	19983.0	2	\$2,000.00	\$2,000.00	\$4,000.00
Professional Development Subtotal:					\$4,000.00

i-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

Total

List Total:	\$25,850.00
Savings:	\$2,100.00
Merchandise Total:	\$23,750.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$23,750.00

Special Notes

All i-Ready purchases require professional development.
 For budgeting purposes only, final quote needed with updated quantities

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
 Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

This quote is for budgeting/estimate purposes only - cannot be used to purchase

N1

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at <https://www.curriculumassociates.com/PDTOS>.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



AVESON SCHOOLS

Middle School Bell Schedule

2023-2024

Aveson Global Leadership Academy

REGULAR SCHEDULE

MONDAY/WEDNESDAY	
Period 1	8:30am - 10:25am
Brunch	10:25am - 10:35am
Period 2	10:35 am - 12:25pm
MS Lunch	12:25 pm - 1:00 pm
MS Advisory	1:05 pm - 1:40pm
Period 3	1:45 pm - 3:35pm

TUESDAY/THURSDAY	
Period 4	8:30am - 10:25am
Brunch	10:25am - 10:35am
Period 5	10:35 am - 12:25pm
MS Lunch	12:25 pm - 1:00pm
MS Advisory	1:05 pm - 1:40pm
Period 6	1:45 pm - 3:35pm

FRIDAY	
Intensive 1	8:30am - 10:25am
Brunch	10:25 am- 10:35 am
Genius Time	10:35 am - 12:25pm
MS Lunch	12:25 pm - 1:05pm
Intensive 2	1:05 pm - 2:45 pm
Passion Projects	2:45 pm -3:35pm

SPECIAL SCHEDULE

MONDAY/WEDNESDAY	
Period 1	8:30am - 9:45am
Brunch	9:45am - 9:55am
Period 2	9:55am - 11:10am
MS Lunch	11:10am - 11:35am
MS Advisory	11:40am - 12:10pm
Period 3	12:15pm - 1:35pm

TUESDAY/THURSDAY	
Period 4	8:30am - 9:45am
Brunch	9:45am - 9:55am
Period 5	9:55am - 11:10am
MS Lunch/HS Advisory	11:10am - 11:35am
HS Lunch/MS Advisory	11:40am - 12:10pm
Period 6	12:15pm - 1:35pm

FRIDAY	
Intensive 1	8:30am - 10:25am
Brunch	10:25 am- 10:35 am
Genius Time	10:35 am - 12:25pm
MS Lunch	12:25 pm - 1:05pm
Intensive 2	1:05 pm - 2:45 pm
Passion Projects	2:45 pm -3:35pm



AVESON SCHOOLS

High School Bell Schedule

2023-2024

Aveson Global Leadership Academy

REGULAR SCHEDULE

MONDAY/WEDNESDAY	
Period 1	8:30am - 10:25am
Brunch	10:25am - 10:35am
Period 2	10:35 am - 12:25pm
HS Advisory	12:30 pm - 1:05pm
HS Lunch	1:05 pm - 1:40pm
Period 3	1:45 pm - 3:35pm

TUESDAY/THURSDAY	
Period 4	8:30am - 10:25am
Brunch	10:25am - 10:35am
Period 5	10:35 am - 12:25pm
HS Advisory	12:30 pm - 1:05pm
HS Lunch	1:05 pm - 1:40pm
Period 6	1:45 pm - 3:35pm

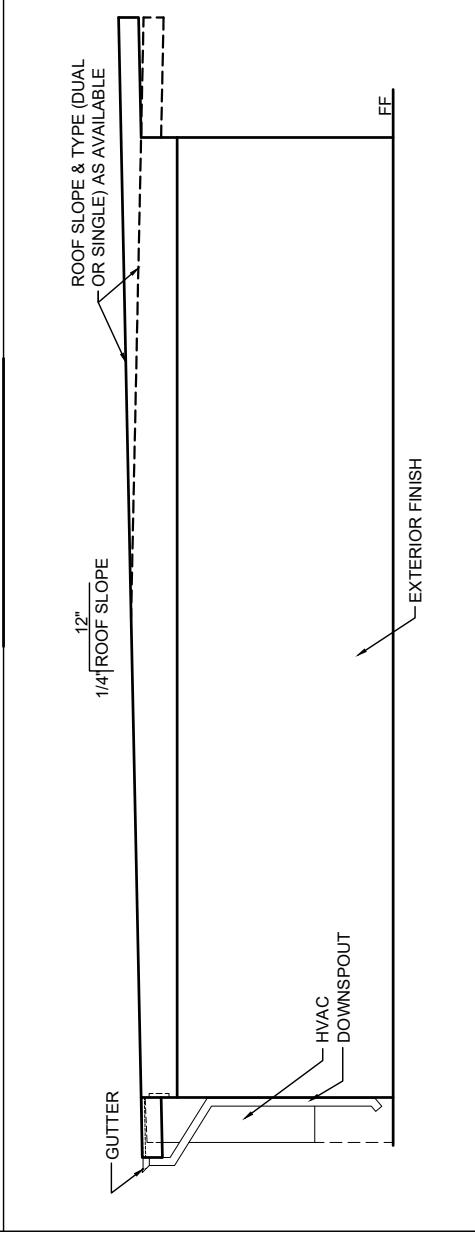
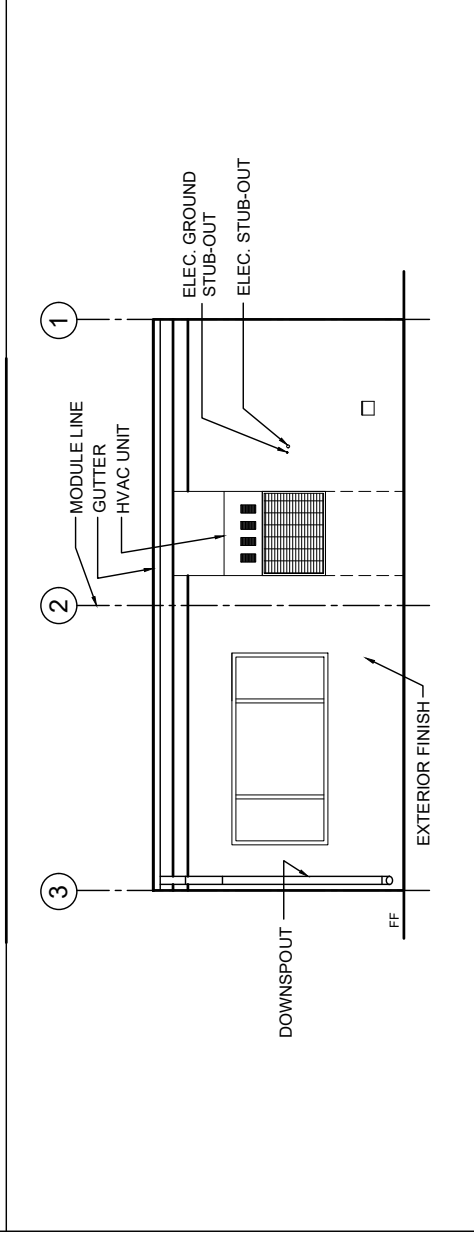
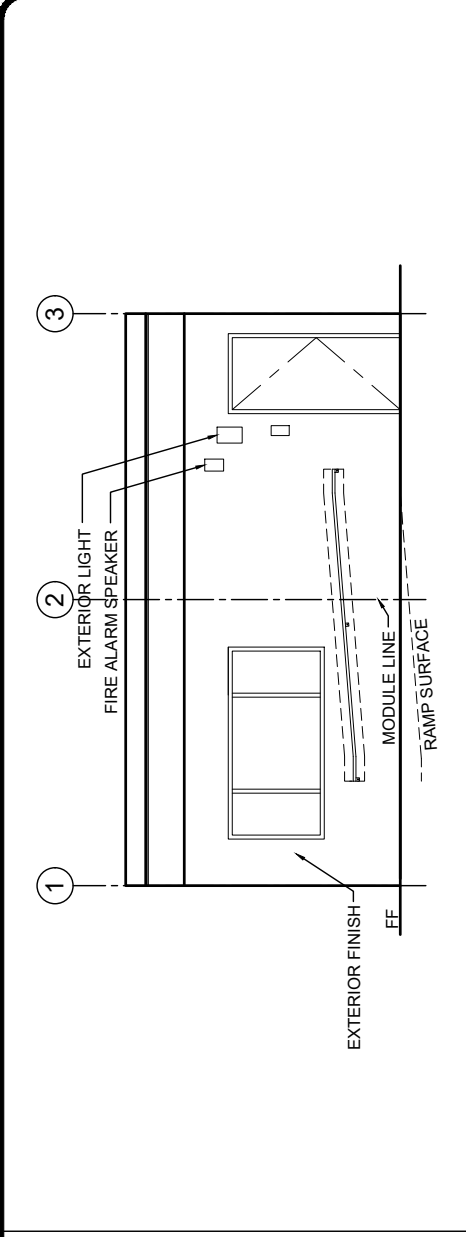
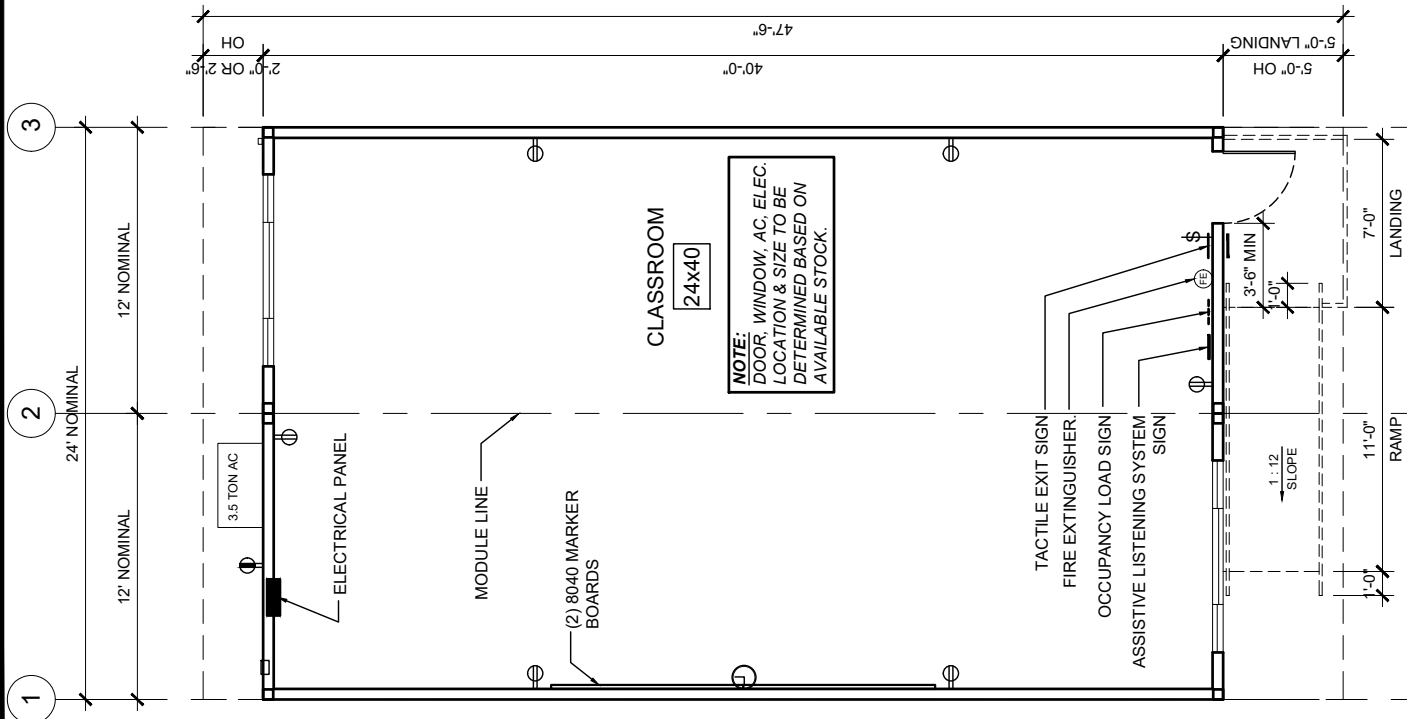
FRIDAY	
Intensive 1	8:30am - 10:25am
Brunch	10:25 am- 10:35 am
Genius Time	10:35 am - 12:25pm
HS Lunch	12:25 pm - 1:05pm
Intensive 2	1:05 pm - 2:45 pm
Passion Projects	2:45 pm -3:35pm

SPECIAL SCHEDULE

MONDAY/WEDNESDAY	
Period 1	8:30am - 9:45am
Brunch	9:45am - 9:55am
Period 2	9:55am - 11:10am
HS Advisory	11:15am - 11:45am
HS Lunch	11:45am - 12:10pm
Period 3	12:15pm - 1:35pm

TUESDAY/THURSDAY	
Period 4	8:30am - 9:45am
Brunch	9:45am - 9:55am
Period 5	9:55am - 11:10am
HS Advisory	11:15am - 11:45am
HS Lunch	11:45am - 12:10pm
Period 6	12:15pm - 1:35pm

FRIDAY	
Intensive 1	8:30am - 10:25am
Brunch	10:25 am- 10:35 am
Genius Time	10:35 am - 12:25pm
HS Lunch	12:25 pm - 1:05pm
Intensive 2	1:05 pm - 2:45 pm
Passion Projects	2:45 pm -3:35pm



MODEL "A" 24x40 REFURBISHED CLASSROOM



Elite Modular Leasing & Sales, Inc.

May 22, 2023

Aveson Charter School
1919 Pincrest Dr
Altadena, CA 91001

Attn: Ian Mcfeat: (IAN.MCFEAT@aveson.org)

The following proposal is based on Aveson Charter School utilizing the Open Piggyback Contract Bid SSPU, #40-04/2020-21 with Savanna School District including the 2023 Piggyback renewal as outlined below.

Five Year Straight Lease Proposal for (1) 24' x 40' open classroom

Item I - Pricing (1) 24' x 40' Standard Refurbished Open Classroom
(5-year Straight Lease with Standard Wood Foundation and Metal Ramp / Landing)

a)	24' x 40' Classroom & Ramp, Annual Rental (Item A-8 & Item 544 x1)	\$ 10,037.00 (per year)
b)	Delivery (Item 601 x2, Item 634 x2,)	\$ 5,640.00
c)	Installation including skirting (Item A-2A & 499 x128)	\$ 9,110.00
d)	Standard Carpet & Base (Item 161 x 960)	\$ 5,040.00
e)	Dismantle (Item A-2B)	\$ 4,398.00
f)	Return (Item 601 x2, Item 634 x2)	\$ 5,640.00

Item II – Project Totals for (1) 24'x40' Refurbished Open Classroom, Five-Year Lease

Annual Lease (Lease payment only, per year)	\$ 10,037.00
Delivery, Installation & Improvements (One Time Due at Delivery)	\$ 19,790.00
Dismantle and Return (One Time Due at Dismantle & Return)	\$ 10,038.00

General Note: Lease payments are annual in advance and will be invoiced along with delivery, installation & Misc. above at start of scheduled delivery and due upon completion of installation.
Individual site Lease Agreement will be provided for review and signature within 7 days from proposal execution.
Insurance Certificates for value of classrooms must be received prior to the start of delivery.
Estimated Lease start date is July 30, 2023.



Elite Modular Leasing & Sales, Inc.

Item III– Estimated 2023 Critical Path Schedule

- 5-25-2023 – Elite receives executed Piggyback Proposal and initiates Lease Agreement for execution.
- Early June - 2023 – Elite Modular coordinates DSA classrooms drawings, ramps, and foundations with AOR
- June -July - 2023 – Elite preparation of classrooms, ramps and foundations and coordinates schedules to start delivery and installation.
- July - 2023 - Estimated site- pad preparation by others.
- Mid July - 2023 – Elite Modular begins delivery & installation.

(Final delivery and completion dates TBD pending actual completion of site-pad preparations)

Item IV – Inclusions

- Standard continuous delivery and installation of Elite Modular classroom modules, ramp-landing & wood foundation systems
(Based on a minimum 2' separation between each classroom)
- Prevailing wage site labor rates (Elite Modular and their sub-contractors are registered with the DIR) Standard work week hours (Monday – Friday)
- DSA approved drawings to Architect for DSA relocation to site submittal
- Elite Modular standard wood foundation & ramp systems (Including drawings)
- Elite Modular standard wall mount HVAC
- Elite Modular standard lights and electrical
- NEW carpet and top set base
- RH Door locations per AOR site plan
- Pilot cars & permits as required

Note: All building hardware, lights, interior & exterior colors, per Elite Modular standards, design and DSA stockpile approved drawings

Item V – Exclusions

- AOR / Final DSA submittal, and final site & classroom building approval
- On site / In plant DSA Inspection's and fees as applicable
- DSA Inspections, lab, and stockpile fees
- PLA, PSA, or skilled & trained workforce labor compliance agreements
- Unknown weekend, holiday, or non-standard work hours – All work and trades
- Unknown City Traffic Control (If required at time of permit application and route approval)
- Access in-out of site for all equipment, trucking & workers
- Crane, shuttle or staging of modules other than direct delivery onto pad from truck-trailer
- Level asphalt or dirt pad for classrooms with no more than 6" diagonal fall from front to rear of building, starting at the front corner opposite the door, based on Elite Modular wood foundation requirements for minimum and maximum foundation heights
- Foundation modifications required due to levelness of site pad and direction of slope



Elite Modular Leasing & Sales, Inc.

- (If applicable, maintain all asphalt/dirt slopes from front of classroom to rear)
- Verification of site pad elevations and marking location of each classroom building corners prior to delivery
 - Unknown additional cost related to site delays, pad elevations or readiness of site to receive buildings and start installation once schedule is confirmed
 - Custom installation of wood foundation due to access between buildings or pad type other than dirt or asphalt (Maintain 2' minimum between each classroom)
 - Filler panels between buildings if required, by site contractor)
 - Connection and providing all site utilities, FA & low voltage systems to and in classrooms
 - Low voltage systems, components, wire, lighting control and programming (including fire alarm) within classrooms
 - Cabinetry, sinks or restrooms for classrooms
 - All classroom signage
 - Bonds for delivery and installation (Available at additional cost if required)
 - Unknown remobilization, due to site contractor delays or access to pad and building areas
 - Fire sprinklers or rated building (if required)
 - Site wind or roof load design requirements exceeding Elite Modular standard wind - roof load per the DSA approved drawings of the stock classrooms selected for this project
 - WUI compliant buildings (if required)
 - Anything not specifically included is excluded

If the above is acceptable, please sign below and return by 5-25-2023 to lock in the schedule as outlined.

Sincerely,
Elite Modular Leasing and Sales, Inc.

Luis Menezes

Luis Menezes
Strategic Account Manager

Jeremy Goldenetz

Director Business Development, Ca Education

ACCEPTED _____ DATE _____

BY _____



advisors
Schoohaus

1818 W. Chapman Avenue, #G, Orange, CA 92868

project
manual

Project

2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) Approved Portable Buildings

Project: SSPU, #40-04/2020-21

Issued: November 27, 2020

Bid Date: December 11, 2020 8:00am

Bid Location: Savanna School District Main Office
1330 S. Knott Avenue
Anaheim, CA 92804



Savanna School District

1330 S. Knott Ave., Anaheim 92804 • 714) 236-3800

DR. SUE JOHNSON
SUPERINTENDENT

Savanna School District

1330 SOUTH KNOTT AVENUE
ANAHEIM, CALIFORNIA 92804-4798
PHONE: (714) 236-3800

January 18, 2023

Jeremy Goldenetz, President
Elite Modular Leasing & Sales, Inc.
195 E. Morgan Street
Perris, CA 92571

Re: Approval of Annual Renewal of the 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) approved Portable Buildings, Project SSPU, #40-04/2020-21

Dear Mr. Goldenetz,

We are pleased to inform you that the one year renewal of your existing 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) approved Portable Buildings, Master Contract (originally awarded February 9, 2021,) was approved by the Board of Trustees on January 17, 2023, including a 7.5% CPI increase. This renewal will allow projects to be awarded/contracted through February 8, 2024.

This is not an approval to proceed with any work. In accordance with the terms of your Master Agreement, a purchase order must be issued for each project initiated under this contract. Please continue to coordinate with Jim Harris for on-going project needs. We look forward to working with you on our upcoming projects.

Sincerely,



Dr. Sue Johnson
Superintendent

cc: Eric Fano, SSD
Lynne Pentecost, Schoolhaus Advisors

DR. SUE JOHNSON
SUPERINTENDENT

Savanna School District

1330 SOUTH KNOTT AVENUE
ANAHEIM, CALIFORNIA 92804-4798
PHONE: (714) 236-3800

January 19, 2022

Jeremy Goldenetz, President
Elite Modular Leasing & Sales, Inc.
P.O. Box 78447
Corona, CA 92877

Re: Approval of Annual Renewal of the 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) approved Portable Buildings, Project SSPU, #40-04/2020-21

Dear Mr. Goldenetz,

We are pleased to inform you that the one year renewal of your existing 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect (DSA) approved Portable Buildings, Master Contract (originally awarded February 9, 2021,) was approved by the Board of Trustees on January 11, 2022, including a 4.9% CPI increase. This renewal will allow projects to be awarded/contracted through February 8, 2023.

This is not an approval to proceed with any work. In accordance with the terms of your Master Agreement, a purchase order must be issued for each project initiated under this contract. Please continue to coordinate with Jim Harris for on-going project needs. We look forward to working with you on our upcoming projects.

Sincerely,



Dr. Sue Johnson
Superintendent

cc: Eric Fano, SSD
Lynne Pentecost, Schoolhaus Advisors

Savanna School District

1330 SOUTH KNOTT AVENUE
ANAHEIM, CALIFORNIA 92804-4798
PHONE: (714) 236-3800

LETTER OF AWARD

February 10, 2021

Jeremy Goldenetz, President
Elite Modular Leasing & Sales, Inc.
P.O. Box 78447
Corona, CA 92877

Re: 2021 District-Wide Contract for Purchase, Lease, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21, Master Agreement

Dear Mr. Goldenetz,

We are pleased to inform you that the Award of a Master Agreement for the 2021 District-Wide Contract for Purchase, Lease, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21, was approved by the Board of Trustees on February 9, 2021.

A copy of the executed Master Agreement will be sent to you under separate cover shortly. Please forward the following items to Cindy Leighton at Schoolhaus Advisors: 1818 W. Chapman Ave, Suite G, Orange, CA 92868 as soon as possible:

- 1) Worker's Compensation Insurance/Certificate
- 2) Certificates of Liability Insurance (Comprehensive General, Auto, etc.) in accordance with the contract requirements.

This is not an approval to proceed with any work at this time. In accordance with the terms of your Master Agreement, a purchase order must be issued for each project initiated under this contract. When a project is initiated, other required contract documents such as bonds (if included in the project scope), criminal records check forms, drug-free work place forms, etc. will be required to be fully executed and submitted. Please coordinate with Jim Harris for on-going project needs. We look forward to working with you on our upcoming projects.

Sincerely,



Dr. Sue Johnson
Superintendent

cc: Eric Fano, SSD
Jim Harris, SSD
Lynne Pentecost, Schoolhaus Advisors

SAVANNA SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
FEBRUARY 9, 2021

The meeting was called to order by the President, Mrs. Tina Karanick, at 4:06 p.m. in the District Administration Office.

Members Present: Mrs. Tina Karanick, President
Mrs. Chris Brown, Vice President
Mrs. Linda Weinstock, Clerk
Mr. John Shook, Member

Member Absent: Mr. Edward Erdtsieck, Member

Motion by Mrs. Weinstock, seconded by Mrs. Brown, to adopt the agenda was carried 4-0.

Flag salute and invocation were led by Mrs. Weinstock.

There were no public comments regarding closed session items.

Motion by Mrs. Brown, seconded by Mr. Shook, was submitted to adjourn to closed session to consider matters pursuant to Government Code §54957; personnel; negotiations; matters pursuant to Government Code §54956.9: existing and anticipated litigation; and consider other matters announced by the Board of Trustees or Superintendent. The motion was carried 4-0.

Meeting adjourned to Closed Session at 4:10 p.m.

Closed session adjourned at 4:37 p.m.

No action taken during closed session. There was nothing to report out.

Meeting reconvened into Open Session at 4:39 p.m.

Members Present: Mrs. Tina Karanick, President
Mrs. Chris Brown, Vice President
Mrs. Linda Weinstock, Clerk
Mr. John Shook, Member

Member Absent: Mr. Edward Erdtsieck, Member

Meeting Protocols were read by Mrs. Karanick.

There were no public comments.

Superintendent Report was presented by Dr. Johnson, as follows:

- 1) Out and About in the Community.
- 2) New freezer installed in warehouse.
- 3) Lunch structure covers have arrived to be installed.
- 4) Return to in-person learning scheduled for March 8, 2021.
- 5) Catalyst kids open at 3 of our 4 schools.

Motion by Mrs. Brown, seconded by Mr. Shook, to authorize and approve the consent agenda as follows:

Board meeting minutes.

Personnel action on file in the District Office.

Check numbers 31189 through 31287.

Purchase Order numbers P52R2590 through P52R2733.

Revolving Cash Fund check numbers 1621 through 1625.

The motion was carried 4-0.

Motion by Mrs. Weinstock, seconded by Mrs. Brown, to approve the project, and direct staff to file a Notice of Completion for M.P. South for the 2020 Expanded Walk-in Freezer Project, #40-03d/2020-21, based on the 2015 Maintenance/ Construction Unit Price Bid (UPB) Master Agreement. The motion was carried 4-0.

Motion by Mr. Shook, seconded by Mrs. Weinstock, to award a Master Agreement, to Elite Modular Leasing & Sales, Inc., for the 2021 District-Wide Contract for Purchase, Lease, Dismantling, and Removal of Division of the State Architect (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21, for one year, renewable for a period of up to five years. The motion was carried 4-0.

Motion by Mrs. Brown, seconded by Mrs. Weinstock, to approve the 2020 E-rate Year Wide Area Network Digital Transmission Services Master Agreement with Spectrum. The motion was carried 4-0.

Motion by Mr. Shook, seconded by Mrs. Brown, to approve the School Accountability Report Card, School Plan for Student Achievement, School Safety Plan for Cerritos, Hansen, Holder and Reid Schools. The motion was carried 4-0.

Motion by Mrs. Weinstock, seconded by Mrs. Brown, to approve the proposed school year calendars for 2021-22, 2022-23, 2023-24, and 2024-25. The motion was carried 4-0.

Motion by Mrs. Brown, seconded by Ms. Shook, to adopt and/or approve updated Board Policies and Administrative Regulations as submitted by California School Boards Association. The motion was carried 4-0.

Information was presented regarding the funds that are invested by the Office of the Orange County Treasurer-Tax Collector for the Educational Investment Pool.

Board took a break from 5:49 p.m. to 5:57 p.m.

Motion by Mrs. Brown, seconded by Mr. Shook, to adjourn to closed session was carried 4-0.

The meeting adjourned to Closed Session at 5:58 p.m.

Meeting reconvened into Open Session at 6:12 p.m.

Motion by Mrs. Weinstock, seconded by Mr. Shook, to adjourn meeting was carried 4-0.

Meeting adjourned at 6:13 p.m.


Secretary

AGREEMENT

THIS AGREEMENT, dated the 9th day of February, 2021, in the County of Orange, State of California, is by and between Savanna School District, (hereinafter referred to as "DISTRICT"), and Elite Modular Leasing & Sales, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form 1, Bid Form-2 including all attachments, Bid Security, Designation of Subcontractors, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Disabled Veterans Business Enterprise (DVBE) Certification, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Contractors Inspection Request Form, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free Workplace Certification, Lead-Containing Materials and Notice Certification, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the District or Program Manager, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement , subject to any additions or deductions as provided in the Project Documents, number of dollars agreed upon (based on the unit prices) between the Owner and Contractor for each individual project/purchase order activated under this unit price agreement. The

cost shall be documented on a specific individual project quotation form, and in the actual purchase order.

4. The work shall be commenced on or before the First (1st) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within the number of consecutive calendar days (including punch list items) from the date specified in the Notice to Proceed, negotiated between the Owner and Contractor in Accordance with the terms of Article 5 of the Information for Bidders, Project Schedule, for each project activated under this unit price agreement. The timeline shall be documented in each and every purchase order executed against this agreement.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five-hundred Dollars (\$500.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 61 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 61 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

10. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Article 16 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

	Combined Single Limit
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	To be negotiated for each individual purchase order initiated under this Master Agreement

11. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Jeremy Goldenetz, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

15. Piggybacking. To the extent the Contractor is required to, or otherwise agrees to, permit "piggybacking" on the Contract by public agencies as described in the Instructions For Bidders, the District shall have no liability whatsoever in connection with any orders submitted to the Contractor by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the Contractor and/or the public agency that submitted the order to the Contractor. The Contractor acknowledges that certain of the services required by the Contract constitute a public project or public work in accordance with applicable law and that other public agencies may not be authorized by applicable law to piggyback on the Contract in order to obtain such services. In each such case, the Contractor shall reasonably endeavor to advise the public agency accordingly. To the extent required pursuant to Section 8.15 of the General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, or agents (each, not including the District, a "District Agent") with respect to any and all liabilities that arise from the piggybacking on the Contract by any public agency.

- (a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment #1), may lease or purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Savanna School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder.

16. Assignment. Contractor shall not assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of District. The Contract shall be binding on any authorized assignee, sublessee, transferee or other successor to the Contractor. If Contractor attempts, without District permission, to assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, the District may, at its option, terminate the Contract and shall thereafter

be relieved from any and all obligations to Contractor and any purported assignee, sublessee or transferee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

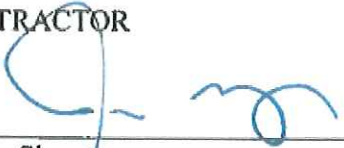
SAVANNA SCHOOL DISTRICT

By: 
Signature

Dr. Sue Johnson
Print Name

Superintendent
Title

CONTRACTOR

By: 
Signature

Jeremy Goldenetz
Print Name

President
Title

1020113
Contractor's License No.

81-3842215
Tax ID/Social Security No.

jeremy@elitemodular.net
Email

951-422-2500
Telephone

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

NOTICE CALLING FOR BIDS

District: Savanna School District

Bid Deadline: Date: Friday, December 11, 2020 Time: 8:00am

District Office: 1330 S. Knott Avenue, Anaheim, CA 92804

Project: 2021 District-wide Unit Price Contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21

NOTICE IS HEREBY GIVEN that the Savanna School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the District Office for the award of a contract for the above Project.

There will be a mandatory pre-bid conference at 8:00am on Monday, December 7, 2020 at the District Office. Any bidder failing to attend the entire conference will be deemed a nonresponsive bidder and will have its bid returned unopened.

Contract Documents will be available in electronic format only beginning Friday, November 27, 2020, via transmission of an emailed link. Please contact Cindy Leighton at Cindy@schoolhausinc.com for a copy of the complete Project Manual.

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification(s) of contractor's license(s) at the time the bid is submitted: Class B. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive. Further note that in accordance with SB 854 that the Prime Bidder and all listed sub-contractors must be registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5, and will be required to participate in DIR's compliance monitoring and enforcement program.

Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in an amount not less than \$100,000 (One-hundred-thousand dollars) payable to the DISTRICT.

The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. As part of the bid submittal, the District is asking the bidders to submit a completed schedule of unit prices for various items that may or may not be included in various individual projects initiated over the course of the contract. The method to determine the lowest bid will be to insert each bidder's unit prices into a sample project created by the Project Manager. A copy of the sample project quantity take offs will be supplied to all who attend the public bid opening: after the bid submittal deadline, but before bids are opened.

The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project. Certified Payroll records will be submitted to both the District and the DIR during the course of the work, and work will be subject to monitoring by the DIR.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Pursuant to Public Contract Code Section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the Agreement or permitting payment of retentions earned directly into escrow.

Publication: Anaheim Bulletin, November 26 and December 3, 2020
Challenge News, November 30 - December 4, 2020 □

Anaheim Bulletin

2190 S. Towne Centre Place Suite 100
Anaheim, CA 92806
714-796-2209

PROOF OF PUBLICATION

Legal No. **0011425351**

5204241

SCHOOL HAUSIN, INC.
1818 W. CHAPMAN AVE., STE 6
ORANGE, CA 92868

FILE NO. NCB DW Portable Lease-Purch-Relc

AFFIDAVIT OF PUBLICATION


STATE OF CALIFORNIA, }
County of Orange } **SS.**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the Anaheim Bulletin, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on December 28, 1951, Case No. A-21021 in and for the City of Anaheim, County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

11/26/2020, 12/03/2020

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed at Anaheim, Orange County, California, on
Date: December 03, 2020.



Signature

NOTICE CALLING FOR BIDS

District: Savanna School District

Bid Deadline: Date: Friday, December 11, 2020 Time: 8:00am

District Office: 1330 S. Knott Avenue, Anaheim, CA 92804

Project: 2021 District-wide Unit Price Contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21

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Publication: Anaheim Bulletin, November 26 and December 3, 2020
Challenge News, November 30 - December 4, 2020 11425351

SUB-BIDS ARE REQUESTED FROM QUALIFIED DVBE Subcontractors & Suppliers for the following:

District-Wide Unit Price Contract for Purchase/Lease/Relocation of Portable Buildings
Proj No: SSPU #40-04/2020-21
Bid Date: December 11, 2020 @ 8:00 a.m.
Location: Various Sites
Lic. Type: B
Contact: Cindy Leighton
Company: Savanna School District
Address: 1330 S. Knott Avenue
 Anaheim, CA. 92804
Tel: 714-532-1352

30113015

SUB-BIDS REQUESTED FROM QUALIFIED SBE/MBE/WBE/DBE/DVBE Subcontractors and Suppliers for the following project(s):

Lovell High School Building Trades for Cutler-Orosi Joint Unified School District, in Cutler, CA
Location: 12724 Avenue 392, Cutler, CA 93615
Requested Trades for Bid: All Trades
Bid Date: Wednesday, December 2, 2020
Bid Time: 10:00 AM
 Submit Bids to bids@forcummackey.com or via Fax at (559) 798-1412.
Company: Forcum/Mackey Construction, Inc.
Address: 15695 Jasmine Avenue
 Ivanhoe, CA 93235
Tel: (559) 798-1837 **Fax:** (559) 798-1412

30111720

WE ARE REQUESTING BIDS FROM QUALIFIED DVBE for the following projects:

Beaumont USD
Bid Date: December 1, 2020
Location: Beaumont, CA
Est. Cost: \$2,000,000.00
Duration: 19 Months
Chaffey Joint Union HS District
Bid Date: December 3, 2020
Location: Etiwanda, CA
Est. Cost: \$940,000
Duration: 343 Days
Desert Sands USD
Bid Date: December 10, 2020
Location: Palm Desert, CA
Est. Cost: \$1,700,000.00
Duration: 585 Days
Lic. Type: C-10
Contact: Estimating Department
Company: R.I.S. Electrical Contractors, Inc.
Address: 7330 Sycamore Canyon Blvd, Suite 1
 Riverside, CA 92508
Tel: (951) 653-2611 **Fax:** (951) 653-5611

30112310

The Office of Small Business and DVBE Services

is committed to supporting California small business and disabled veteran businesses.

During this challenging time, our office is extending the certifications for expiring certified firms starting in September, 2020, so our customers can focus on their health and wellbeing. If you have any questions, contact us at

**OSDSHelp@dgs.ca.gov or
 (916) 375-4940.**

BUILD GROUP, INC. IS REQUESTING subcontractor bids from all Certified / Qualified DVBE subcontractors' and material suppliers for the following project:

SFUSD - MCATEER WORLD MUSIC ROOM MODERNIZATION
Bid Date & Time: 12/07/20 at 12:00pm PST
Scope of Work: The Project is generally described as: Music Rooms Modernization including, but not limited to, hazardous materials abatement, the installation of acoustical wall panels & new acoustical ceiling tiles, electrical work, relocation of all necessary building systems; clock, receptacles, switches, air diffusers and fire alarm devices.
Email: estimatingpw@buildgc.com
Fax: 415-366-1883
Contact: William Reuvekamp at 925-818-6937 if you have any questions
 Please email ALL bids and questions to estimatingpw@buildgc.com

30111940

CONSTRUCTION CONTRACTING OPPORTUNITY
 for Contractors, Subcontractors, Suppliers
 Los Angeles County Sanitation Districts Invite Bids For The Construction of:
 San Jose Creek Water Reclamation Plant Stage Two Process Air Distribution Upgrades (Bid Opening December 15, 2020 - Estimate \$4,500,000 - \$6,000,000)
Contracting And Supply Opportunities Include:
 Demolition; Aluminum Grating; Fiberglass Panels; Stainless Steel Platforms
 Los Angeles County Sanitation Districts encourage participation of minority, women, disadvantaged, disabled veterans, and small business enterprises. Plans and Specifications may be obtained through Quest Construction Data Network (QuestCDN) for a nonrefundable fee of \$15.00. This can be done via a link on the Districts' Listing of Advertised Construction Projects webpage
<https://www.lacsd.org/opportunities/bidspur/constri ds.asp> or by inputting Quest project number 7350714 through the QuestCDN website (www.questcdn.com).
 Visit our Web site at "www.lacsd.org" and click on "Opportunities, Construction Bids"

CNS-3408986#

SUB-BIDS REQUESTED FROM QUALIFIED SBE/MBE/WBE/DBE/DVBE Subcontractors and Suppliers for the following projects:

New Metal Building for Transportation for Lindsay Unified School District in Lindsay, CA
Location for project: 250 N. Harvard Avenue, Lindsay, CA 93247
Requested Trades for Bid: All trades
Bid Date: Tuesday, December 8, 2020
Bid Time: 3:00 PM
Sheriff and Fire Dispatch Center for County of Tulare Capital Projects, in Visalia, CA
Location for project: 5300 W. Tulare Avenue, Visalia, CA 93277
Requested Trades for Bid: All trades
Bid Date: Thursday, January 7, 2021
Bid Time: 2:00 PM
 Request that all bids be sent to Sandra Schiebelhut via Fax at (559) 798-1412 or email at bids@forcummackey.com.
Company: Forcum/Mackey Construction, Inc.
Address: 15695 Jasmine Avenue
 Ivanhoe, CA 93235
Tel: (559) 798-1837 **Fax:** (559) 798-1412

30112530

White House, VA launch REACH — a call to action to engage the nation in preventing suicide

WASHINGTON — The White House and Department of Veterans Affairs (VA) today launched the REACH national public health campaign aimed at empowering all Americans to play a critical role in preventing suicide.

The goal of REACH, which was established by the President's Roadmap to Empower Veterans and End a National Tragedy of Suicide (PREVENTS), is to change the conversation around suicide by urging people to recognize their own risk and protective factors — as well as the risk and protective factors of their loved ones.

"REACH will empower our nation's Veterans to seek and receive help and it will encourage them to reach out to their brothers and sisters in need who may be vulnerable," said VA Secretary Robert Wilkie. "The power of this campaign will change how we talk about mental health and suicide in our nation. It will ensure that those in need, especially the men and women who have served our great nation, will receive the care and support they deserve."

"The REACH campaign will inspire and educate all Americans — encouraging them to share their own struggles and to reach out to those who are hurting. It will engage our Veterans to help lead the way as we change how we think about, talk about and address suicide," said PREVENTS Executive Director Dr. Barbara Van Dahlen. "I urge everyone to go to wearewithinreach.net and take the PREVENTS Pledge to REACH and be part of the solution. Together, we will prevent suicide."

The website also includes information on factors that may protect against suicide, such as belonging to a faith-based community, healthy family relationships, having a purpose in life and strong problem-solving skills. REACH encourages everyone to intentionally strengthen their protective factors — to care for their emotional health and well-being just as they do their physical well-being.

Although suicide is preventable, the nation is facing an epidemic in deaths, with 132 Americans dying by suicide each day. In 2017 there were 47,173 suicide deaths and an estimated 1.4 million suicide attempts. For Veterans, the overall suicide rate is 1.5 times higher and the female Veteran suicide rate is 2.2 times higher than the general population after adjusting for age and/or gender.

To that end, the REACH campaign website, we are within reach, provides information to help people recognize risk factors for suicide, including financial stress, chronic illness or

Continued on page 18

INFORMATION FOR BIDDERS □

□

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Overall Scope.** The Contract is for the purchase, or lease, movement and relocation and optional maintenance of DSA compliant relocatable buildings. The DISTRICT reserves the right to order any combination of items in the bid in any number as needed from the successful bidder(s). There is no implied guarantee to the bidder(s) that any items will be purchased or relocated under this bid. Award of the contract by the DISTRICT implies or guarantees no right of work to the bidder for projects involving the trades, scope, or materials included in this bid. (The DISTRICT may undertake work of a similar scope to this unit price bid under separate contracts issued via separate public bids, quotations, etc. in accordance with public contract code criteria.) The specifications for the work, compiled by Savanna School District, are incorporated into this contract in their full text. This document is to be considered directive in nature to be accomplished by the successful bidder.

- (a) **Description of the Work:** The Work consists of any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily deliver and install portable buildings ordered by the District or by other public agencies that piggyback on the Contract as permitted by the Contract and applicable law. Without limiting the foregoing, the Work consists of any and all work and services required to provide each structure with the components and options selected by the purchaser, with all building systems complete and functioning as intended, and with each electrical, water, and, as applicable, other utility, communication and alarm system completed to one or more points of connection at the exterior of the buildings. (Exterior connections to the stubs for the utility, communication and alarm systems at the exterior of the buildings shall be by others.) The Bid Form-2, Attachment A Work line items include the delivery and installation of each portable building. In addition the Bid Form-2, Attachment B Pricing Matrix included in the Bid Documents describes the components and options that must be available to purchasers. The Bidder must specify the individual prices for ALL such buildings, components and options in the Pricing Matrix, to complete Bid Form-2 in order to be a responsive Bidder.

2. **Project Scope.** The word project shall refer to each and every separate purchase order issued during the term of the contract for the purposes of calculating bonding requirements, schedules, payments due, retention, etc. However, a project or purchase order scope will not necessarily be limited to work at a single site. The District also has prepared written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to be furnished in connection with the work and the Project as listed in the Technical Specifications included in this Project Manual.

3. Project is a Public Work. Except as otherwise provided or permitted by law, the Project is a "public work" and "public project" within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, to that extent the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder shall be deemed and construed to represent and warrant that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

4. Contract Period. The District anticipates that its Governing Board will award a contract for this bid in November 2020. (This is subject to change at the sole discretion of the District.) The Contract Term is one (1) year after award of bid, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code. The prices set forth on Bid Form 2 (the Schedule of Unit Costs), which the District shall pay the successful bidder, are to remain firm for the first year. Adjustments, if approved by the District, for subsequent years will not exceed the percentage change in the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim-Riverside area for the year beginning January 2021 and ending November 2021, and for each subsequent one year period (on the January to January time period) if this contract is renewed. This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. The successful bidder is responsible for requesting all price increases in writing. (Price increases shall not be automatically made.) By submitting a bid, the successful bidder agrees that it is willing to provide such contract extensions under these terms if requested by the District, at District's sole discretion.

5. Contract Schedule. Work on each separate purchase order issued under this contract shall commence within one (1) calendar day of the date stated in the District's Notice to Proceed. Purchase orders may be issued anytime within the contract year to start work, but work does not necessarily have to be completed in the annual contract period.

(a) The schedule for each project initiated under this contract shall be negotiated between the District, and the successful bidder. However, a completion schedule for any one project may not exceed one-hundred eighty (180) consecutive calendar days (including installation and all punchlist items), unless Contractor is responding to a specific request for a longer schedule from the Owner. Due to DSA plan approval timelines, submittal processing and equipment ordering lead time, both parties may agree to a mobilization period prior to commencement of the contract schedule.

6. Basis of Award. The District intends to award one Contract to that responsible bidder who submits the lowest responsive bid, and whose bid, in the sole opinion of the District, best meets the Bid Specifications and requirements as outlined in the Project Documents. Bidder will be required to list prices for all bid items listed on Bid Form 2 including all attachments. Failure to fulfill this requirement may be cause for the District to reject the bid as non-responsive.

(a) The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process.

(b)□ As part of the bid submittal, the District is asking the bidder to submit a completed schedule of unit prices for various items that may or may not be included in various individual purchase orders initiated over the course of the contract. The method to determine the lowest bid will be to insert each bidder's unit prices into a sample project created by the District's Program Manager. A copy of the sample project quantity take offs will be supplied to all bidders who attend the public bid opening: after the bid submittal deadline, but before bids are opened.

(c) The District reserves the right to award a contract to the lowest bidder who can provide specified bonding, and otherwise fulfill the project requirements for each and every purchase order issued under this bid.

(d) The District will make purchases, at their discretion, from any combination of bid items. The District is not required to purchase any of the items listed, or any combination of items from any bidder.

(e) The Bids must be complete, with no "add-ons" permitted. The work under this Contract shall include all labor, materials, equipment, taxes, disposal fees, appliances, freight, and transportation necessary for complete installation. Include all City of Anaheim, Buena Park or Stanton and State of California and other applicable permits and licenses. Do not include any amount for federal excise tax in any proposal or bid, as the District is exempt from payment of federal excise taxes.

7. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form 1 and Bid Form 2: Schedule of Unit Costs including all attachments, and shall be completed in full. All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. Unless expressly permitted by the Bid Documents, a bidder must not: (i) make any changes, additions or other modifications to the Bid Proposal Form or other documents to be submitted with the Bid Proposal Form; (ii) restate or recharacterize the Work in the bid; or (iii) make any alternative proposals not permitted by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

8. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Forms provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Savanna School District main office at: 1330 S. Knott Ave, Anaheim CA 92804. All bids must be received on or before the bid deadline (Public Contract Code Section 20112.) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

9. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than one hundred thousand dollars, (\$100,000.00) payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded

the contract, will execute the Agreement within seven (7) working days after notice of award of the contract, and will furnish prior to the execution of any qualifying purchase order, but no later than (5) five days after notification of award, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for a project which includes materials only, or materials and installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for projects which include material only, or materials and installation, or labor, and which exceed the amount of twenty-five thousand dollars (\$25,000.00) in cost, all prior to execution of the purchase order for a qualifying project. In accordance with the Project documents and Civil Code Section 3248, the successful Bidder shall furnish certificates and endorsements evidencing that the required insurance is in effect, the Faithful Performance Bond, Payment Bon, Drug-Free Workplace, Workers' Compensation Certificate, Criminal Records Check Certification, Guarantee, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free Work Place Certification, Lead-Containing Materials Notice and Certification, DVBE Certification, and Escrow Agreement, if applicable, all within five (5) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

(a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

10. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

11. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

12. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In

the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

13. Bid Protests. Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

- (a) Must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;
- (b) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- (c) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- (d) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- (e) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;
- (f) Must clearly identify and describe in detail all arguments by the protesting bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- (g) Must be submitted with all documentation the protesting bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a protesting bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. However, upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and provide a written response to the protesting bidder setting forth a recommendation for action by the Board of Education of the District ("Governing Board") in response to the Bid Protest. Action on a Bid Protest by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

CAUTION: Compliance with the foregoing Bid Protest requirements is mandatory. Each bidder that desires to protest must file its own Bid Protest in accordance with the foregoing requirements, and no bidder may rely on a Bid Protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of

protesting a bid, the bidding process and/or the intended award of the Contract, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from any such matter.

14. Examination of Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project . **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

15. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

16. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the quotation price on each and every separate purchase order issued for projects which include materials only, or materials and installation or labor, and which exceeds the amount of twenty-five thousand (\$25,000.00) in cost, in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the price quotation on each and every separate purchase order for a project which includes materials and any installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, in the form included in the Project Documents all prior to execution of the purchase order for a particular project, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder's cost, as listed on Bid Form 2.

(a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

17. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction submitted on the form provided in this manual, thereof must be submitted to the Program Manager, four (4) calendar days before the bid deadline (tentatively to be Noon on Monday, December 7, 2020.) Requests for Information (RFIs) shall be submitted via email to Cindy Leighton, Program Manager at cindy@schoolhausinc.com. No requests shall be considered after this time. The bidder submitting

the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be emailed to each bidder attending the Mandatory Pre-Construction Conference, or known to have purchased a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.**

18. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

19. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement within five (5) days and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

20. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered

by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

21. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

(a) Since this is a unit bid format, Bidders must list sub-contractors for all items included in the scope of all contract line items included on Bid Form-2. This includes listing third tier sub-contractors.

22. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

23. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

(a) Department of Industrial Relations (DIR) Registration: The bidder and all listed sub-contractors must be registered with the DIR in accordance with SB 854, and pursuant to Labor Code Section 1725.5. This project is subject to prevailing wage compliance monitoring and enforcement by the DIR.

(b) Subcontractor Eligibility and Licensing: The Successful Bidder shall in no event permit a subcontractor to perform any of the Work if that subcontractor is ineligible

to work on a public works or public project. Each subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the Contractors State License Board prior to commencing its portion of the Work.

24. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination by the successful bidder or any of its sub-contractors or suppliers, against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

25. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

26. Preference for Materials and Substitutions. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

(a) Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such Bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) included in these documents and submit the completed Request Form with the Bidder’s bid.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, Bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies Bidder's request for substitution of a Specified Item. In the event that Bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the Bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest Bidder or in its sole discretion, release all bidders. In the event that Bidder has agreed in the Request Form to provide the Specified Item and the District denies Bidder's requested substitution for a Specified Item, Bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if Bidder fails to execute the Agreement with the Specified Item(s), Bidder's bid bond will be forfeited.

After the bids are opened, all Bidders shall provide, within one (1) calendar day of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the Bidder.

After the District's receipt of such evidence by Bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the Bidder.

27. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

28. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents and described further under Item 5, Contract Schedule, of the Information for Bidders. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of five-hundred Dollars (\$500.00) for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

29. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

30. Noncollusion Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

31. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all

securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder. Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

32. Change Orders. All change order requests must be submitted in the forms set forth in the Project Documents and pursuant to Article 57 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 57 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 57 of the General Conditions will not be allowed.

33. Tobacco-Free Policy. The successful Bidder shall submit the certification form included in these documents. The successful bidder shall agree to enforce a tobacco-free work site. No smoking will be permitted on school property including in parking lots, even inside worker vehicles.

34. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

35. Lead. The successful Bidder shall submit the certification form included in these documents. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

36. Documents Required. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required (when Bonds are included in the project scope and cost,) is four (4).

37. Temporary Facilities. The inspector's field office shall be not less than zero (0) square feet of floor area.

38. Payment/Retention. Payment may be made in proportion to the completion of the work on each and every individual purchase order issued under this Contract, on a schedule mutually agreed upon between the District and Contractor. The District will retain five percent (5%) of monies due on each and every purchase order issued under this contract, in excess of \$15,000.00. The District will file a Notice of Completion on projects in excess of \$15,000.00. The five percent (5%) retention on these projects will be processed only after thirty-five (35) days from the filing of the Notice of Completion, and acceptance of the project by the District.

39. Hazardous Chemical/MSDS Sheets. The Contractor shall have available, and shall furnish to the District upon request, Material Safety Data Sheets for all chemical products used in the performance of this Contract. All products used shall be free of known carcinogens and shall comply in all respects with the current Safety Code of the California Division of Industrial Safety, and all OSHA requirements. The Contractor's Certificate Regarding Non-Asbestos Containing Materials shall be completed and submitted by the successful bidder.

40. Bidder Investments in Iran. Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete, execute and deliver to the District, with its bid, the "Iran Contracting Act Certification" form, which is included as one of the Required Bid Forms.

41. Piggybacking by Other Public Agencies. By submitting a bid for the Project, the Successful Bidder shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code Sections 20118 and 20652, and during the period in which the Contract is in effect (including, without limitation, any extensions thereto), the Successful Bidder shall allow other California public school districts and community college districts to lease and/or purchase the personal property and associated incidental services specified in the Contract ("Personal Property") on the same terms and conditions as set forth in the Contract. To the extent permitted by applicable laws, the Successful Bidder may allow public agencies to lease and/or purchase the personal property and/or services specified in the Contract on the same or better terms and conditions as set forth in the Contract. To accommodate such "piggybacking" on the Contract by other public agencies and notwithstanding anything else in the Contract Documents: (i) the initial term of the Contract shall commence on the date the District awards the Contract to the Successful Bidder and shall expire on the second anniversary of such date (i.e. a two-year initial term); and (ii) the prices for the personal property and associated incidental services specified in the Contract shall remain in effect at all times during the term of the Contract. The District and the Successful Bidder may agree in writing to extend the term of the Contract.

- (a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment #1), may lease or purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Savanna School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder

42. DVBE Participation Requirements. In accordance with Education Code Section 17076.11, the Savanna School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Note that this form may be used for this initial statement by filling out the statement below. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

Information for Bidders, Attachment #1

The following list includes but does not limit the entities which are able to participate in this contract as per conditions set forth in the State of California Contract Code:

California School Districts (alphabetical)

ABC Unified School District
Acalanes Union High School District
Ackerman Charter School District
Acton-Agua Dulce Unified School District
Adelanto Elementary School District
Alameda Unified School District
Alameda County Office of Education
Albany City Unified School District
Alexander Valley Union Elementary School District
Alhambra Unified School District
Alisal Union School District
Allensworth Elementary School District
Alpaugh Unified School District
Alpine County Office of Education
Alpine County Unified School District
Alpine Union Elementary School District
Alta Loma Elementary School District
Alta Vista Elementary School District
Alta-Dutch Flat Union School District
Alum Rock Union Elementary School District
Alview-Dairyland Union Elementary School District
Alvina Elementary School District
Alvord Unified School District
Amador County Office of Education
Amador County Unified School District
American Union Elementary School District
Anaheim Elementary School District
Anaheim Union High School District
Anderson Union High School District
Anderson Valley Unified School District
Antelope Elementary School District
Antelope Valley Union High School District
Antioch Unified School District
Apple Valley Unified School District
Arcadia Unified School District
Arcata Elementary School District
Arcohe Union Elementary School District
Arena Union Elementary School District
Armona Union Elementary School District
Aromas-San Juan Unified School District
Arvin Union School District
Atascadero Unified School District
Atwater Elementary School District
Auburn Union Elementary School District
Azusa Unified School District
Baker Valley Unified School District
Bakersfield City School District
Baldwin Park Unified School District
Ballard Elementary School District
Ballico-Cressey Elementary School District
Bangor Union Elementary School District
Banning Unified School District
Banta Elementary School District
Barstow Unified School District
Bass Lake Joint Union Elementary School District
Bassett Unified School District
Bayshore Elementary School District
Bear Valley Unified School District

Beardsley Elementary School District
Beaumont Unified School District
Bella Vista Elementary School District
Bellevue Elementary School District
Bellevue Union School District
Bellflower Unified School District
Belmont-Redwood Shores Elementary School District
Belridge Elementary School District
Benicia Unified School District
Bennett Valley Union Elementary School District
Berkeley Unified School District
Berryessa Union Elementary School District
Beverly Hills Unified School District
Big Creek Elementary School District
Big Lagoon Union Elementary School District
Big Oak Flat-Groveland Unified School District
Big Pine Unified School District
Big Springs Union Elementary School District
Big Valley Joint Unified School District
Biggs Unified School District
Bishop Unified School District
Bitterwater-Tully Elementary School District
Black Butte Union Elementary School District
Black Oak Mine Unified School District
Blake Elementary School District
Blochman Union Elementary School District
Blue Lake Union Elementary School District
Bogus Elementary School District
Bollinas-Stinson Union School District
Bonita Unified School District
Bonny Doon Union Elementary School District
Bonsall Unified School District
Borrego Springs Unified School District
Bradley Union Elementary School District
Brawley Elementary School District
Brawley Union High School District
Brea Olinda Unified School District
Brentwood Union Elementary School District
Bret Harte Union High School District
Bridgeville Elementary School District
Briggs Elementary School District
Brisbane Elementary School District
Brittan Elementary School District
Browns Elementary School District
Buckeye Union Elementary School District
Buellton Union Elementary School District
Buena Park Elementary School District
Buena Vista Elementary School District
Burbank Unified School District
Burlingame Elementary School District
Burnt Ranch Elementary School District
Burrel Union Elementary School District
Burton Elementary School District
Butte County Office of Education
Butte Valley Unified School District
Butteville Union Elementary School District
Buttonwillow Union Elementary School District
Byron Union Elementary School District
Cabrillo Unified School District
Cajon Valley Union School District
Calaveras County Office of Education
Calaveras Unified School District
Calexico Unified School District
Caliente Union Elementary School District
Calipatria Unified School District
Calistoga Joint Unified School District
Cambrian School District

Information for Bidders, Attachment #1

Camino Union Elementary School District
Campbell Union School District
Campbell Union High School District
Camptonville Elementary School District
Canyon Elementary School District
Capay Joint Union Elementary School District
Capistrano Unified School District
Cardiff Elementary School District
Carlsbad Unified School District
Carpinteria Unified School District
Caruthers Unified School District
Cascade Union Elementary School District
Casmalia Elementary School District
Castaic Union School District
Castle Rock Union Elementary School District
Castro Valley Unified School District
Cayucos Elementary School District
Center Joint Unified School District
Centinela Valley Union High School District
Central Unified School District
Central Union Elementary School District
Central Union High School District
Centralia Elementary School District
Ceres Unified School District
Chaffey Joint Union High School District
Charter Oak Unified School District
Chatom Union School District
Chawanakee Unified School District
Chicago Park Elementary School District
Chico Unified School District
Chino Valley Unified School District
Chowchilla Elementary School District
Chowchilla Union High School District
Chualar Union School District
Chula Vista Elementary School District
Cienega Union Elementary School District
Cinnabar Elementary School District
Claremont Unified School District
Clay Joint Elementary School District
Clear Creek Elementary School District
Cloverdale Unified School District
Clovis Unified School District
Coachella Valley Unified School District
Coalinga-Huron Unified School District
Coast Unified School District
Coffee Creek Elementary School District
Cold Spring Elementary School District
Colfax Elementary School District
College Elementary School District
Colton Joint Unified School District
Columbia Elementary School District
Columbia Union School District
Columbine Elementary School District
Colusa County Office of Education
Colusa Unified School District
Compton Unified School District
Conejo Valley Unified School District
Contra Costa County Office of Education
Corcoran Joint Unified School District
Corning Union Elementary School District
Corning Union High School District
Corona-Norco Unified School District
Coronado Unified School District
Cotati-Rohnert Park Unified School District
Cottonwood Union School District
Covina-Valley Unified School District
Cucamonga Elementary School District
Cuddeback Union Elementary School District
Culver City Unified School District
Cupertino Union School District
Curtis Creek School District
Cutler-Orosi Joint Unified School District
Cутten Elementary School District
Cuyama Joint Unified School District
Cypress Elementary School District
Davis Joint Unified School District
Death Valley Unified School District
Dehesa Elementary School District
Del Mar Union Elementary School District
Del Norte County Office of Education
Del Norte County Unified School District
Delano Joint Union High School District
Delano Union Elementary School District
Delhi Unified School District
Delphic Elementary School District
Denair Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Di Giorgio Elementary School District
Dinuba Unified School District
Dixon Unified School District
Dos Palos-Oro Loma Joint Unified School District
Douglas City Elementary School District
Downey Unified School District
Dry Creek Joint Elementary School District
Duarte Unified School District
Dublin Unified School District
Ducor Union Elementary School District
Dunham Elementary School District
Dunsmuir Elementary School District
Dunsmuir Joint Union High School District
Durham Unified School District
Earlimart Elementary School District
East Nicolaus Joint Union High School District
East Side Union High School District
East Whittier City Elementary School District
Eastern Sierra Unified School District
Eastside Union Elementary School District
Edison Elementary School District
El Centro Elementary School District
El Dorado County Office of Education
El Dorado Union High School District
El Monte City School District
El Monte Union High School District
El Nido Elementary School District
El Rancho Unified School District
El Segundo Unified School District
El Tejon Unified School District
Elk Grove Unified School District
Elk Hills Elementary School District
Elkins Elementary School District
Elverta Joint Elementary School District
Emery Unified School District
Empire Union Elementary School District
Encinitas Union Elementary School District
Enterprise Elementary School District
Escalon Unified School District
Escondido Union School District
Escondido Union High School District
Esparto Unified School District
Etiwanda Elementary School District
Eureka City Schools District
Eureka Union School District
Evergreen Elementary School District

Information for Bidders, Attachment #1

Evergreen Union School District
Exeter Unified School District
Fairfax Elementary School District
Fairfield-Suisun Unified School District
Fall River Joint Unified School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Farmersville Unified School District
Ferndale Unified School District
Fieldbrook Elementary School District
Fillmore Unified School District
Firebaugh-Las Deltas Unified School District
Flournoy Union Elementary School District
Folsom-Cordova Unified School District
Fontana Unified School District
Foresthill Union Elementary School District
Forestville Union Elementary School District
Forks of Salmon Elementary School District
Fort Bragg Unified School District
Fort Ross Elementary School District
Fort Sage Unified School District
Fortuna Elementary School District
Fortuna Union High School District
Fountain Valley Elementary School District
Fowler Unified School District
Franklin Elementary School District
Franklin-McKinley Elementary School District
Fremont Unified School District
Fremont Union High School District
French Gulch-Whiskeytown Elementary School District
Freshwater Elementary School District
Fresno County Office of Education
Fresno Unified School District
Fruitvale Elementary School District
Fullerton Elementary School District
Fullerton Joint Union High School District
Galt Joint Union Elementary School District
Galt Joint Union High School District
Garden Grove Unified School District
Garfield Elementary School District
Garvey Elementary School District
Gateway Unified School District
Gazelle Union Elementary School District
General Shafter Elementary School District
Gerber Union Elementary School District
Geyserville Unified School District
Gilroy Unified School District
Glendale Unified School District
Glendora Unified School District
Glenn County Office of Education
Gold Oak Union Elementary School District
Gold Trail Union Elementary School District
Golden Feather Union Elementary School District
Golden Plains Unified School District
Golden Valley Unified School District
Goleta Union Elementary School District
Gonzales Unified School District
Gorman Joint School District
Grant Elementary School District
Grant Joint Union High School District
Grass Valley Elementary School District
Gratton Elementary School District
Gravenstein Union Elementary School District
Graves Elementary School District
Green Point Elementary School District
Greenfield Union School District
Greenfield Union Elementary School District
Grenada Elementary School District
Gridley Unified School District
Grossmont Union High School District
Guadalupe Union Elementary School District
Guerneville Elementary School District
Gustine Unified School District
Hacienda La Puente Unified School District
Hamilton Unified School District
Hanford Elementary School District
Hanford Joint Union High School District
Happy Camp Union Elementary School District
Happy Valley Elementary School District
Happy Valley Union Elementary School District
Harmony Union Elementary School District
Hart-Ransom Union Elementary School District
Hawthorne School District
Hayward Unified School District
Healdsburg Unified School District
Heber Elementary School District
Helendale Elementary School District
Hemet Unified School District
Hermosa Beach City Elementary School District
Hesperia Unified School District
Hickman Community Charter School District
Hillsborough City Elementary School District
Hilmar Unified School District
Hollister School District
Holtville Unified School District
Hope Elementary School District
Horicon Elementary School District
Hornbrook Elementary School District
Hot Springs Elementary School District
Howell Mountain Elementary School District
Hueneme Elementary School District
Hughes-Elizabeth Lakes Union Elementary School District
Hughson Unified School District
Humboldt County Office of Education
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Hydesville Elementary School District
Igo, Ono, Platina Union Elementary School District
Imperial County Office of Education
Imperial Unified School District
Indian Diggings Elementary School District
Indian Springs Elementary School District
Inglewood Unified School District
Inyo County Office of Education
Irvine Unified School District
Island Union Elementary School District
Jacoby Creek Elementary School District
Jamestown Elementary School District
Jamul-Dulzura Union Elementary School District
Janesville Union Elementary School District
Jefferson Elementary School District
Jefferson Union High School District
John Swett Unified School District
Johnstonville Elementary School District
Julian Union Elementary School District
Julian Union High School District
Junction City Elementary School District
Junction Elementary School District
Jurupa Unified School District
Kashia Elementary School District
Kelseyville Unified School District
Kentfield Elementary School District
Kenwood School District
Keppel Union Elementary School District

Information for Bidders, Attachment #1

Kerman Unified School District
Kern County Office of Education
Kern High School District
Kernville Union Elementary School District
Keyes Union School District
King City Union School District
Kings Canyon Joint Unified School District
Kings County Office of Education
Kings River Union Elementary School District
Kings River-Hardwick Union Elementary School District
Kingsburg Elementary Charter School District
Kingsburg Joint Union High School District
Kirkwood Elementary School District
Kit Carson Union Elementary School District
Klamath River Union Elementary School District
Klamath-Trinity Joint Unified School District
Kneeland Elementary School District
Knights Ferry Elementary School District
Knightsen Elementary School District
Konociti Unified School District
La Canada Unified School District
La Habra City Elementary School District
La Honda-Pescadero Unified School District
La Mesa-Spring Valley School District
Lafayette Elementary School District
Laguna Beach Unified School District
Laguna Joint Elementary School District
Lagunita Elementary School District
Lagunitas Elementary School District
Lake County Office of Education
Lake Elementary School District
Lake Elsinore Unified School District
Lake Tahoe Unified School District
Lakeport Unified School District
Lakeside Joint School District
Lakeside Union Elementary School District
Lakeside Union School District
Lammersville Joint Unified School District
Lamont Elementary School District
Lancaster Elementary School District
Larkspur Elementary School District
Las Lomas Elementary School District
Las Virgenes Unified School District
Lassen County Office of Education
Lassen Union High School District
Lassen View Union Elementary School District
Laton Joint Unified School District
Latrobe School District
Lawndale Elementary School District
Laytonville Unified School District
Le Grand Union Elementary School District
Le Grand Union High School District
Leggett Valley Unified School District
Lemon Grove School District
Lemoore Union Elementary School District
Lemoore Union High School District
Lennox School District
Lewiston Elementary School District
Liberty Elementary School District
Liberty Union High School District
Lincoln Elementary School District
Lincoln Unified School District
Linden Unified School District
Lindsay Unified School District
Linns Valley-Poso Flat Union School District
Little Lake City Elementary School District
Little Shasta Elementary School District
Live Oak Elementary School District
Live Oak Unified School District
Livermore Valley Joint Unified School District
Livingston Union School District
Lodi Unified School District
Loleta Union Elementary School District
Loma Prieta Joint Union Elementary School District
Lompoc Unified School District
Lone Pine Unified School District
Long Beach Unified School District
Loomis Union Elementary School District
Los Alamos Elementary School District
Los Altos Elementary School District
Los Angeles County Office of Education
Los Angeles Unified School District
Los Banos Unified School District
Los Gatos Union Elementary School District
Los Gatos-Saratoga Union High School District
Los Molinos Unified School District
Los Nietos School District
Los Olivos Elementary School District
Lost Hills Union Elementary School District
Lowell Joint School District
Lucerne Elementary School District
Lucerne Valley Unified School District
Lucia Mar Unified School District
Luther Burbank School District
Lynwood Unified School District
Madera County Superintendent of Schools
Madera Unified School District
Magnolia Elementary School District
Magnolia Union Elementary School District
Mammoth Unified School District
Manchester Union Elementary School District
Manhattan Beach Unified School District
Manteca Unified School District
Manzanita Elementary School District
Maple Creek Elementary School District
Maple Elementary School District
Marcum-Illinois Union Elementary School District
Maricopa Unified School District
Marin County Office of Education
Mariposa County Office of Education
Mariposa County Unified School District
Mark Twain Union Elementary School District
Mark West Union Elementary School District
Martinez Unified School District
Marysville Joint Unified School District
Mattole Unified School District
Maxwell Unified School District
McCabe Union Elementary School District
McCloud Union Elementary School District
McFarland Unified School District
McKinleyville Union Elementary School District
McKittrick Elementary School District
McSwain Union Elementary School District
Meadows Union Elementary School District
Mendocino County Office of Education
Mendocino Unified School District
Mendota Unified School District
Menifee Union Elementary School District
Menlo Park City Elementary School District
Merced City Elementary School District
Merced County Office of Education
Merced River Union Elementary School District
Merced Union High School District
Meridian Elementary School District

Information for Bidders, Attachment #1

Mesa Union Elementary School District
Middletown Unified School District
Midway Elementary School District
Mill Valley Elementary School District
Millbrae Elementary School District
Millville Elementary School District
Milpitas Unified School District
Mission Union Elementary School District
Modesto City Schools
Modoc County Office of Education
Modoc Joint Unified School District
Mojave Unified School District
Mono County Office of Education
Monroe Elementary School District
Monrovia Unified School District
Monson-Sultana Joint Union Elementary School District
Montague Elementary School District
Monte Rio Union Elementary School District
Montebello Unified School District
Montecito Union Elementary School District
Monterey County Office of Education
Monterey Peninsula Unified School District
Montgomery Elementary School District
Moorpark Unified School District
Moraga Elementary School District
Moreland School District
Moreno Valley Unified School District
Morgan Hill Unified School District
Morongo Unified School District
Mother Lode Union Elementary School District
Mt Baldy Joint Elementary School District
Mount Diablo Unified School District
Mount Pleasant Elementary School District
Mount Shasta Union Elementary School District
Mountain Elementary School District
Mountain Empire Unified School District
Mountain House Elementary School District
Mountain Union Elementary School District
Mountain Valley Unified School District
Mountain View Elementary School District
Mountain View-Whisman School District
Mountain View-Los Altos Union High School District
Mulberry Elementary School District
Mupu Elementary School District
Muroc Joint Unified School District
Murrieta Valley Unified School District
Napa County Office of Education
Napa Valley Unified School District
National Elementary School District
Natomas Unified School District
Needles Unified School District
Nevada City Elementary School District
Nevada County Office of Education
Nevada Joint Union High School District
New Haven Unified School District
New Hope Elementary School District
New Jerusalem School District
Newark Unified School District
Newcastle Elementary School District
Newhall School District
Newman-Crows Landing Unified School District
Newport-Mesa Unified School District
Nicasio School District
Norris Elementary School District
North County Joint Union Elementary School District
North Cow Creek Elementary School District
North Monterey County Unified School District
North Sacramento Elementary School District
Northern Humboldt Union High School District
Norwalk LaMirada Unified School District
Novato Unified School District
Nuestro Elementary School District
Nuview Union School District
Oak Grove Elementary School District
Oak Grove Union Elementary School District
Oak Park Unified School District
Oak Run Elementary School District
Oak Valley Union Elementary School District
Oak View Union Elementary School District
Oakdale Joint Unified School District
Oakland Unified School District
Oakley Union Elementary School District
Ocean View School District (Orange)
Ocean View School District (Venura)
Oceanside Unified School District
Ojai Unified School District
Old Adobe Union School District
Ontario-Montclair School District
Ophir Elementary School District
Orange Center School District
Orange County Department of Education School District
Orange Unified School District
Orchard Elementary School District
Orcutt Union Elementary School District
Orick Elementary School District
Orinda Union Elementary School District
Orland Joint Unified School District
Oro Grande School District
Oroville City Elementary School District
Oroville Union High School District
Outside Creek Elementary School District
Owens Valley Unified School District
Oxnard School District
Oxnard Union High School District
Pacheco Union Elementary School District
Pacific Elementary School District
Pacific Grove Unified School District
Pacific Union Elementary School District
Pacifica School District
Pajaro Valley Unified School District
Palermo Union Elementary School District
Palm Springs Unified School District
Palmdale Elementary School District
Palo Alto Unified School District
Palo Verde Unified School District
Palo Verde Union Elementary School District
Palos Verdes Peninsula Unified School District
Panama-Buena Vista Union School District
Panoche Elementary School District
Paradise Elementary School District
Paradise Unified School District
Paramount Unified School District
Parlier Unified School District
Pasadena Unified School District
Paso Robles Joint Unified School District
Patterson Joint Unified School District
Peninsula Union School District
Perris Elementary School District
Perris Union High School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piedmont City Unified School District
Pierce Joint Unified School District
Pine Ridge Elementary School District

Information for Bidders, Attachment #1

Piner-Olivet Union Elementary School District
Pioneer Union Elementary School District (Butte)
Pioneer Union Elementary School District (El Dorado)
Pioneer Union Elementary School District (Kings)
Pittsburg Unified School District
Pixley Union Elementary School District
Placentia-Yorba Linda Unified School District
Placer County Office of Education
Placer Hills Union Elementary School District
Placer Union High School District
Placerville Union Elementary School District
Plainsburg Union Elementary School District
Planada Elementary School District
Plaza Elementary School District
Pleasant Grove Joint Union School District
Pleasant Ridge Union School District
Pleasant Valley Joint Union Elementary School District
Pleasant Valley School District
Pleasant View Elementary School District
Pleasanton Unified School District
Plum Valley Elementary School District
Plumas County Office of Education
Plumas Lake Elementary School District
Plumas Unified School District
Point Arena Joint Union High School District
Pollock Pines Elementary School District
Pomona Unified School District
Pond Union Elementary School District
Pope Valley Union Elementary School District
Porterville Unified School District
Portola Valley Elementary School District
Potter Valley Community Unified School District
Poway Unified School District
Princeton Joint Unified School District
Raisin City Elementary School District
Ramona City Unified School District
Rancho Santa Fe Elementary School District
Ravendale-Termo Elementary School District
Ravenswood City Elementary School District
Raymond-Knowles Union Elementary School District
Ready Springs Union Elementary School District
Red Bluff Joint Union High School District
Red Bluff Union Elementary School District
Redding Elementary School District
Redlands Unified School District
Redondo Beach Unified School District
Redwood City Elementary School District
Reed Union Elementary School District
Reeds Creek Elementary School District
Reef-Sunset Unified School District
Rescue Union Elementary School District
Rialto Unified School District
Richfield Elementary School District
Richgrove Elementary School District
Richland Union Elementary School District
Richmond Elementary School District
Rim of The World Unified School District
Rincon Valley Union Elementary School District
Rio Bravo-Greeley Union Elementary School District
Rio Dell Elementary School District
Rio Elementary School District
Rio Linda Union Elementary School District
Ripon Unified School District
River Delta Joint Unified School District
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside County Office of Education
Riverside Unified School District
Roberts Ferry Union Elementary School District
Robla Elementary School District
Rockford Elementary School District
Rocklin Unified School District
Rohnerville Elementary School District
Romoland Elementary School District
Rosedale Union Elementary School District
Roseland School District
Rosemead Elementary School District
Roseville City Elementary School District
Roseville Joint Union High School District
Ross Elementary School District
Ross Valley Elementary School District
Round Valley Joint Elementary School District
Round Valley Unified School District (California)
Rowland Unified School District
Sacramento City Unified School District
Sacramento County Office of Education
Saddleback Valley Unified School District
Salida Union Elementary School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union Elementary School District
San Ardo Union Elementary School District
San Benito County Office of Education
San Benito High School District
San Bernardino City Unified School District
San Bernardino County Office of Education
San Bruno Park Elementary School District
San Carlos Elementary School District
San Diego County Office of Education
San Diego Unified School District
San Dieguito Union High School District
San Francisco County Office of Education
San Francisco Unified School District
San Gabriel Unified School District
San Jacinto Unified School District
San Joaquin County Office of Education
San Jose Unified School District
San Juan Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
San Lorenzo Valley Unified School District
San Lucas Union Elementary School District
San Luis Coastal Unified School District
San Luis Obispo County Office of Education
San Marcos Unified School District
San Marino Unified School District
San Mateo County Office of Education
San Mateo Union High School District
San Mateo-Foster City School District
San Miguel Joint Union School District
San Pasqual Union Elementary School District
San Pasqual Valley Unified School District
San Rafael City Elementary School District
San Rafael City High School District
San Ramon Valley Unified School District
San Ysidro Elementary School District
Sanger Unified School District
Santa Ana Unified School District
Santa Barbara County Office of Education
Santa Barbara Unified School District
Santa Clara County Office of Education
Santa Clara Elementary School District
Santa Clara Unified School District
Santa Cruz City Elementary School District

Information for Bidders, Attachment #1

Santa Cruz City High School District
Santa Cruz County Office of Education
Santa Maria Joint Union High School District
Santa Maria-Bonita School District
Santa Monica-Malibu Unified School District
Santa Paula Elementary School District
Santa Paula Union High School District
Santa Rita Union Elementary School District
Santa Rosa City Schools
Santa Rosa Elementary School District
Santa Rosa High School District
Santa Ynez Valley Union High School District
Santee School District
Saratoga Union Elementary School District
Sausalito Elementary School District
Saugus Union School District
Sausalito Marin City School District
Savanna School District
Scotia Union Elementary School District
Scott Valley Unified School District
Scotts Valley Unified School District
Sebastopol Union Elementary School District
Seeley Union Elementary School District
Seiad Elementary School District
Selma Unified School District
Semitropic Elementary School District
Sequoia Union Elementary School District
Sequoia Union High School District
Shaffer Union Elementary School District
Shandon Joint Unified School District
Shasta County Office of Education
Shasta Union Elementary School District
Shasta Union High School District
Shiloh Elementary School District
Shoreline Unified School District
Sierra County Office of Education
Sierra Sands Unified School District
Sierra Unified School District
Sierra-Plumas Joint Unified School District
Silver Fork Elementary School District
Silver Valley Unified School District
Simi Valley Unified School District
Siskiyou County Office of Education
Siskiyou Union High School District
Snelling-Merced Falls Union Elementary School District
Snowline Joint Unified School District
Solana Beach Elementary School District
Solano County Office of Education
Soledad Unified School District
Solvang Elementary School District
Somis Union School District
Sonoma County Office of Education
Sonoma Valley Unified School District
Sonora Elementary School District
Sonora Union High School District
Soquel Union Elementary School District
Soulsbyville Elementary School District
South Bay Union School District
South Fork Union School District
South Monterey County Joint Union High School District
South Pasadena Unified School District
South San Francisco Unified School District
South Whittier Elementary School District
Southern Humboldt Joint Unified School District
Southern Kern Unified School District
Southern Trinity Joint Unified School District
Southside Elementary School District
Spencer Valley Elementary School District
Spreckels Union Elementary School District
Springville Union Elementary School District
St. Helena Unified School District
Standard Elementary School District
Stanislaus County Office of Education
Stanislaus Union Elementary School District
Stockton Unified School District
Stone Corral Elementary School District
Stony Creek Joint Unified School District
Strathmore Union Elementary School District
Sulphur Springs Union School District
Summerville Elementary School District
Summerville Union High School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Sunnyvale School District
Sunol Glen Unified School District
Surprise Valley Joint Unified School District
Susanville Elementary School District
Sutter County Office of Education
Sutter Union High School District
Sweetwater Union High School District
Sylvan Union Elementary School District
Taft City School District
Taft Union High School District
Tahoe-Truckee Joint Unified School District
Tamalpais Union High School District
Tehachapi Unified School District
Tehama County Office of Education
Temecula Valley Unified School District
Temple City Unified School District
Templeton Unified School District
Terra Bella Union Elementary School District
Thermalito Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Torrance Unified School District
Tracy Joint Unified School District
Traver Joint Elementary School District
Travis Unified School District
Tres Pinos Union Elementary School District
Trinidad Union Elementary School District
Trinity Alps Unified School District
Trinity Center Elementary School District
Trinity County Office of Education
Trona Joint Unified School District
Tulare City School District
Tulare County Office of Education
Tulare Joint Union High School District
Tulelake Basin Joint Unified School District
Tuolumne County Superintendent of Schools
Turlock Unified School District
Tustin Unified School District
Twain Harte School District
Twin Hills Union Elementary School District
Twin Ridges Elementary School District
Two Rock Union School District
Ukiah Unified School District
Union Elementary School District
Union Hill Elementary School District
Union Joint Elementary School District
Upland Unified School District
Upper Lake Unified School District
Vacaville Unified School District
Val Verde Unified School District
Valle Lindo Elementary School District

Information for Bidders, Attachment #1

Vallecito Union School District
Vallecitos Elementary School District
Vallejo City Unified School District
Valley Center-Pauma Unified School District
Valley Home Joint Elementary School District
Ventura County Office of Education
Ventura Unified School District
Victor Elementary School District
Victor Valley Union High School District
Vineland Elementary School District
Visalia Unified School District
Vista Del Mar Union School District
Vista Unified School District
Walnut Creek Elementary School District
Walnut Valley Unified School District
Warner Unified School District
Wasco Union Elementary School District
Wasco Union High School District
Washington Colony Elementary School District
Washington Unified School District
Washington Union Elementary School District
Washington Union High School District
Waterford Unified School District
Waugh Elementary School District
Waukena Joint Union Elementary School District
Weaver Union School District
Weaverville Elementary School District
Weed Union Elementary School District
West Contra Costa Unified School District
West Covina Unified School District
West Fresno Elementary School District
West Park Elementary School District
West Side Union Elementary School District
West Sonoma County Union High School District
Western Placer Unified School District
Westminster School District
Westmorland Union Elementary School District
Westside Elementary School District
Westside Union Elementary School District
Westwood Unified School District
Wheatland School District
Wheatland Union High School District
Whitmore Union Elementary School District
Whittier City Elementary School District
Whittier Union High School District
William S. Hart Union High School District
Williams Unified School District
Willits Unified School District
Willow Creek Elementary School District
Willow Grove Union Elementary School District
Willows Unified School District
Wilmar Union Elementary School District
Wilsona Elementary School District
Windsor Unified School District
Winship-Robbins School District
Winters Joint Unified School District
Winton School District
Wiseburn Unified School District
Woodlake Unified School District
Woodland Joint Unified School District
Woodside Elementary School District
Woodville Union Elementary School District
Wright Elementary School District
Yolo County Office of Education
Yosemite Unified School District
Yreka Union School District
Yreka Union High School District

Yuba City Unified School District
Yuba County Office of Education
Yucaipa-Calimesa Joint Unified School District

Community Colleges (alphabetical)

Allan Hancock College
American Academy of Dramatic Arts
American River College
Antelope Valley College
Bakersfield College
Barstow Community College
Berkeley City College
Butte College
Cabrillo College
Canada College
Cerritos College
Cerro Coso Community College
Chabot College
Chaffey College
Citrus College
City College of San Francisco
Coastline Community College
College of Alameda
College of Marin
College of San Mateo
College of the Canyons
College of the Desert
College of the Redwoods
College of the Sequoias
College of the Siskiyous
Columbia College
Contra Costa College
Copper Mountain College
Cosumnes River College
Crafton Hills College
Cuesta College
Cuyamaca College
Cypress College
De Anza College
Diablo Valley College
Deep Springs College
Defense Language Institute
East Los Angeles College
El Camino College
Evergreen Valley College
Fashion Institute of Design & Merchandising
Feather River College
Folsom Lake College
Foothill College
Fresno City College
Fullerton College
Gavilan College
Glendale Community College
Golden West College
Grossmont College
Hartnell College
Heald College (Nursing)
Imperial Valley College
Irvine Valley College
Lake Tahoe Community College
Laney College
Las Positas College
Lassen College
Long Beach City College
Los Angeles City College

Information for Bidders, Attachment #1

Los Angeles Harbor College
Los Angeles Mission College
Los Angeles Pierce College
Los Angeles Southwest College
Los Angeles Trade-Technical College
Los Angeles Valley College
Los Angeles County College of Nursing & Allied Health
Los Medanos College
Marymount College
Mendocino College
Merced College
Merritt College
Mira Costa College
Mission College
Modesto Junior College
Monterey Peninsula College
Moorpark College
Moreno Valley College
Mount San Antonio College
Mount San Jacinto College
MTI College of Business & Technology
Napa Valley College
National Polytechnic College of Science
Norco Campus
Ohlone College
Orange Coast College
Oxnard College
Palo Verde College
Palomar College
Pasadena City College
Porterville College
Reedley College
Rio Hondo College
Riverside City College
Sacramento City College
Saddleback College
San Bernardino Valley College
San Diego City College
San Diego Mesa College
San Diego Miramar College
San Joaquin Delta College
San Jose City College
Santa Ana College
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Santiago Canyon College
Shasta College
Sierra College
Skyline College
Solano Community College
Southwestern College
Taft College
Ventura College
Victor Valley College
West Hills Community College
West Los Angeles College
West Valley College
Woodland Community College
Yuba College

California State Universities (alphabetical)

California Maritime Academy
California Polytechnic State University, San Luis Obispo
California State Polytechnic University, Pomona
California State University Bakersfield
California State University Channel Islands
California State University Chico
California State University Dominguez Hills
California State University East Bay
California State University Fresno
California State University Fullerton
California State University Long Beach
California State University Los Angeles
California State University Monterey Bay
California State University Northridge
California State University Sacramento
California State University San Bernardino
California State University San Marcos
California State University Stanislaus
Humboldt State University
San Diego State University
San Francisco State University
San Jose State University
Sonoma State University

California UC Campuses (alphabetical)

Berkeley
Davis
Irvine
Los Angeles
Merced
Riverside
San Diego
San Francisco
Santa Barbara
Santa Cruz

BID FORM - 1

Name of Bidder: Elite Modular Leasing and Sales, Inc.
To: Savanna School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Forms 1 and 2 (Attachments A & B), Bid Security, Information required of Bidder, Designation of Subcontractors Form, Request for Substitution at Time of Bid, Non-collusion Affidavit, Iran Contracting Act Certification, Agreement, Faithful Performance Bond, Payment Bond, Drug Free Certification, Workers Compensation Certification, Criminal Records Check Certification, Guarantee, Contractors Certificate Regarding Non-Asbestos, Tobacco Free Workplace Certificate, Lead-Containing Materials Certification, Disabled Veterans Business Enterprise (DVBE) Certification, Escrow Agreement, all insurance requirements, Change Order Forms, Contractors Request for Inspection, Request for Information (RFI) Forms, Shop Drawing Transmittal Form, General Conditions and Supplementary General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, disposal fees, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: 2021 District-Wide Contract for the Purchase, Lease,
Relocation, Dismantling, and Removal of Division of
the State Architect (DSA) Approved Portable Buildings

Project No.: SSPU, #40-04/2020-21

all in strict conformity with the Project Documents, including Addenda Nos. # 1, 2, 3 and _____, on file at the Administrative Office of said DISTRICT for the sum of: Not Applicable Dollars (\$ N.A.). The bidder agrees to provide each item listed under the attached Bid Form 2: Schedule of Unit Costs including all attachments for the price indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. All items shall be complete including applicable delivery, installation, taxes, and miscellaneous costs, unless specifically noted otherwise.

Each individual bid price shall be determined from reviewing the specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, disposal fees, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement within five (5) days and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond (when Bonds are specifically included in the line item project scope and cost.) as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before one (1) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Jeremy Goldenetz, President
Michael Rhodes, Secretary
Brett Barkaw, CEO.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 1020113, Class B, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the number of consecutive calendar days (including all punchlist items) negotiated between the District and the successful Bidder for each individual project (purchase order) initiated under this unit price bid from the date specified on the Notice to Proceed. As indicated in the Information for Bidders, Article 5, Contract Schedule, no schedule shall exceed 180 consecutive Calendar days, unless negotiated and documented. The timeline shall be documented in each and every purchase order. The undersigned agrees that failure to complete the work within the time set forth in each purchase order will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of five-hundred Dollars (\$500.00). (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 57 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 57 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 57 of the General Conditions will not be allowed.

15. The Information Required of Bidder Form has been fully completed and is attached hereto.

16. The Request for Substitution at Time of Bid Form has been fully completed and is attached hereto.

17. The Iran Contracting Act Certification Form has been fully completed and is attached hereto.

18. All of Bid Form-2 including attachments shall be incorporated herein as if fully set forth.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____ **N/A**
Signed _____ by:

Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____ NIA

Signed _____ by:

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: Elite Modular Leasing and Sales, Inc.
(a S Corporation¹)

Business Address: 3091 Indian Ave
Perris, CA 92571

Telephone: 951-422-2500

Signed by: [Signature], President, Date: 12/9/2020

Print Name: Seremy Goldenetz - President

Signed by: [Signature], Secretary, Date: 12/9/2020

Print Name: Michael Rhodes, Secretary
[Seal]

Joint Venturer

Name: _____ NIA

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Other Parties to
Joint Venture:

Telephone: _____

If an individual: _____ **N/A**
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____ **N/A**
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____ **N/A**
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

BID BOND – Number N/A

KNOW ALL PERSONS BY THESE PRESENT, that we Elite Modular Leasing and Sales, Inc., as Principal, and Philadelphia Indemnity Insurance Company as Surety, a California admitted surety insurer, are held and firmly bound unto the Savanna School District, hereinafter called the DISTRICT, in the sum of one hundred thousand dollars (\$100,000.00) estimated to be ten PERCENT (10%) OF THE LARGEST SINGLE PROJECT PURCHASE ORDER THAT MAY BE ISSUED BY THE DISTRICT on the Master Contract within any one contract year, of the Principal, submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated December 11, 2020, for the 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Guarantee, Tobacco Free Work Place Certification, Lead-Containing Materials and Notice Certification, Disabled Veterans Business Enterprise (DVBE) Certification within Five (5) days, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of December 3, 2020, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Elite Modular Leasing and Sales, Inc.

Principal (Proper Name of Bidder)

By: [Signature]

Signature

Jeremy Goldenetz

Print Name

President

Title

(Corporate Seal
of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

Philadelphia Indemnity Insurance Company

Surety

By: [Signature]

Signature

R.E. Gail

Print Name

Attorney-in-Fact

Title

Contact Data For Local Agent:

By: [Signature]
Signature

Sierra Summit Surety Insurance Services, Inc.
Print Name

President / CEO
Title

1040 Nevada St., Ste. 302, Redlands, CA 92374
Address

(909) 919-2432
Telephone No.

800 E. Colorado Blvd. 6th Floor, Pasadena, CA 91101
Address

(626) 639-1321
Telephone No.

(626) 578-9225
Facsimile No.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Bernardino }

On DEC 03 2020 before me, Brendan Gail, Notary Public
(Here insert name and title of the officer)

personally appeared R.E. Gail
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.

Brendan Gail

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **R. E. Gail of Sierra Summit Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

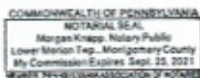
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of DEC 03 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):
Elite Modular Leasing and Sales, Inc.
3091 Indian Ave
Perris, CA 92571
- (2) Telephone: 951-422-2500 Fax No.: _____
Electronic Mail: Jeremy@elitemodular.net
- (3) Individual _____ Partnership _____ Corporation Joint Venture _____ (check one)
- (4) Bidder's License No. 1020113 Class: B
License Expiration Date 11/30/2020
Name of License holder Elite Modular Leasing and Sales, Inc.
- (5) Have you ever been licensed under a different name or different license number?
Yes _____ No If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:
- | | |
|-------------------------|------------------|
| <u>Jeremy Goldenetz</u> | <u>President</u> |
| Name | Title |
| <u>Michael Rhoades</u> | <u>Secretary</u> |
| <u>Brett Beshaw</u> | <u>C.E.O.</u> |
- (7) Number of years as a contractor in this type of construction work: 34

(8) Person who attended the mandatory pre-bid conference:

Name and Title: Jeremy Goldenetz, President

(9) How many years experience have you had in portable building school construction work under the jurisdiction of DSA?

(a) as a general contractor? 34

(b) as a subcontractor? 34

(10) How many years experience have you had in public construction work?

(a) as a general contractor? 34

(b) as a subcontractor? 34

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes No If the answer is "Yes," give dates, names and addresses of school/public agency and details.

(12) Have you ever been barred from bidding on any school or public construction project? Yes No If the answer is "Yes," give dates, names and addresses of school/public agency and details.

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes No If the answer is "Yes," give dates, names and addresses of school/public agency and details.

(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ___ No If the answer is "Yes," give dates, names, and addresses of public agency and details. _____

(15) Have you ever brought any claim(s) against a public agency? Yes ___ No If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome. _____

(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ___ No If the answer is "Yes," provide name of public agency and details. _____

(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes ___ No If the answer is "Yes," provide name of public agency and details. _____

(18) List the names, addresses and telephone numbers of three Architects or Engineers whose DSA regulated, public construction jobs you have worked on in the past three (3) years.

<u>Individual</u>	<u>Company</u>	<u>Telephone</u>	<u>Email</u>
<u>David Bannon</u>	<u>GIBA Architects</u>	<u>(714) 665-8030</u>	<u>dbannon@gbaarchitects.net</u>
<u>Scott Gaudineer</u>	<u>Flewelling & Moody</u>	<u>(323) 543-8300</u>	<u>sgaudineer@flewellin-moody.com</u>
<u>Kevin Fleming</u>	<u>DLR Group</u>	<u>(849) 285-2427</u>	<u>kffleming@dlrgroup.com</u>

(19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Program Manager?

Yes ___ No If so, please elaborate.

(20) List at least five (5) of your most recently completed school construction projects.

- (1) Santa Maria Joint Union HSD
- (2) College for Certain
- (3) Savanna SD
- (4) Downey USD
- (5) Bakersfield City SD

(21) List any other portable building projects for which you are currently under contract. (Provide additional sheets if needed.)

- (1) Kern County S.O.S.
- (2) Pomona USD
- (3) Bakersfield City SD
- (4) Long Beach USD
- (5) _____
- (6) _____
- (7) _____
- (8) _____
- (9) _____
- (10) _____

(22) List of References – DSA Approved Portable Building Public construction projects of similar nature in a school/community college/university within the last three (3) years. DISTRICT has discretion to require more than five (5) references.

1. Name: Kern County S.O.S.
Address, Telephone, and Email: 2000 K Street, Bakersfield, CA 93301
Contact Person: Sherrie Grober 661-636-4577 shgrober@kern.org
Description of Project: Purchase of Modular Buildings (New)

Dates of commencement and completion of Project: May 2019 - Dec 2020

Contract Amount: \$2,549,270.00

Architect: Carl G Elliott

Architect's Company, Telephone, and Email: Carl G Elliott

661-619-6478 celliott@bak.rr.com

DSA or public agency inspector: Fredrick Reyes

Telephone, and Email: 951-204-7709 reyes.fredrick@att.net

2. Name: Romona USD
Address, Telephone, and Email: 800 S. Garey Ave, Romona, CA 91766
909-552-3134 trevor@cc3.com
Contact Person: Trevor Mason
Description of Project: Purchase of Custom Modular Buildings (New)
Dates of commencement and completion of Project: Jan 2018 - July 2018

Contract Amount: \$1,095,062.00

Architect: Steven Fader

Architect's Company, Telephone, and Email: Steven Fader Architects

323-376-1105 sfader@stevenfaderarchitects.com

DSA or public agency inspector: Fredrick Reyes

Telephone, and Email: 951-204-7709 reyes.fredrick@att.net

3. Name: Santa Maria Joint Union HSD
Address, Telephone, and Email: 2560 Skyway Dr, Santa Maria, CA 93455
Contact Person: Gary Wuitschick 805-922-4573 x4805 gwuitschick@smjhsd.net
Description of Project: Lease of Refurbished Modular Buildings
Dates of commencement and completion of Project: March 2020 - Aug 2020

Contract Amount: \$435,942.08

Architect: Len Metcalf

Architect's Company, Telephone, and Email: Rachlin Partners

310-204-3400 lmetcalf@rachlinpartners.com

DSA or public agency inspector: by district

Telephone, and Email: _____

4. Name: Oxnard Union HSD
 Address, Telephone, and Email: 309 S. K Street, Oxnard, CA 93030
 Contact Person: Paul Hansen 805-385-2683 paul.hansen@oxnardunion.org
 Description of Project: Lease of Refurbished Modular Buildings
 Dates of commencement and completion of Project: Jan 2020 - Sept 2020
-
- Contract Amount: \$290,000.00
 Architect: Tony Wong
 Architect's Company, Telephone, and Email: DC Architects
909-985-6939 x104 twong@dcarchitects.net
 DSA or public agency inspector: by district
 Telephone, and Email: _____
5. Name: Long Beach USD
 Address, Telephone, and Email: 2425 Webster Ave, Long Beach, CA 90810
 Contact Person: Ferdows Fazeli 562-997-7550 ffazeli@16schools.net
 Description of Project: Purchase of Leased Modular Buildings
 Dates of commencement and completion of Project: March 2019 - May 2019
-
- Contract Amount: \$772,644.00
 Architect: Mark Eacrett
 Architect's Company, Telephone, and Email: PBK
909-937-9200
 DSA or public agency inspector: Fredrick Reyes
 Telephone, and Email: 951-204-7709 reyes.fredrick@att.net

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.



Signature

Jeremy Goldenetz

Print Name

Resident

Title

12/9/2020

Date

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. This includes the requirement to list 3rd tier sub-contractors, or "subs of subs."

Since this is a unit bid format with many line items, Bidders must list sub-contractors for all items/trades included in the potential scope of the contract line items included on Bid Form-2.

Note that per the Information for Bidders, the Bidder and all listed sub-contractors must be registered with the Department of Industrial Relations (DIR) and be compliant with all program guidelines on prevailing wage submittals and monitoring activities.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Type of trade,
labor, or work
(Not %)

Name & License #
of Subcontractor, with
classification held
License Expiration Date,
and DIR registration Number

City of Office:
(or Address)
Telephone # and Email

Concrete	PMC Concrete Contractor Inc Classification C-8 License #817991 Exp 3/31/2021 DIR #1000007046	Costa Mesa, CA (949)645-4827 pmconcrete@sbcglobal.net
Stucco/Plaster	Metcalf, Inc Classification B, C-9, C35 License #673918 Exp 3/31/2021 DIR #1000002895	Pomona, CA (909) 595-2500 toddm@metcalfcompany.com
Floor Covering	Kevin J Renly Construction Classification B, C54, C15 License #541132 Exp 9/30/2022 DIR #1000002873	San Diego, CA (619)917-7039 kevinrenly@mac.com
Casework	Galleys Plus Custom Cabinets Inc Classification C-6 License #499901 Exp 7/31/2021 DIR #1000035484	Corona, CA (951) 278-4596 Andrew@galleysplus.com
Haul Buildings	Silver Creek LLC Classification N/A License # N/A DIR # N/A	Peris, CA (951)943-5393 tlopez@silver-creek.net
Haul Buildings	Cid's Enterprises Inc Classification N/A License # N/A DIR # N/A	Bloomington, CA (909) 877-3927 liliana@cidsenterprises.com
Set/Install/Dismantle Buildings Floor Covering	Pro-Fab Construction Inc Classification B, C47 License # 888796 Exp 12/31/2022 DIR #1000021190	Bloomington, CA (909)873-5996 liliana@cidsenterprises.com
New Buildings Install/Dismantle Buildings	Silver Creek Industries LLC Classification B, C27, C36, C10, C20 License #855259 Exp 11/30/2022 DIR #1000002864	Perris, CA (951) 943--5393 tlopez@silver-creek.net
Crane Buildings	Bragg Crane & Rigging Company Classification A, C51 License #505420 Exp 2/28/2021 DIR #1000002972	Long Beach, CA (562)243-4582 Leroy.Frye@braggcrane.com
Set/Install/Dismantle Buildings	DRV Modular Contractors Inc Classification B, C47 License #680131 Exp 7/31/2021 DIR #1000000387	La Mesa, CA (619)-670-9818 eddie@drvmodular.com

Note A: As part of the bid submittal, this form shall include the complete trade, company name, and City of Office, for all listed subs, at minimum. Bidder agrees that within eight (8) hours of the bid opening, Bidder shall provide the DISTRICT with the license number, license classification, expiration date of license, DIR Registration Number, complete address, telephone numbers, and email of each listed subcontractor if such information is not available at the time of the bid opening.

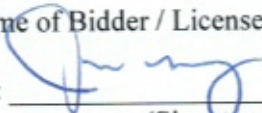
Dated: 12/9/2020

Address: 3091 Indian Ave

Elite Modular Leasing and Sales Inc

Perris, CA 92571

Name of Bidder / License # 1020113

By: 
(Signature of Bidder)

Telephone: 951-422-2500

Print Name: Jeremy Goldenetz

Email: jeremy@elitemodular.net



California Sub-Bid Request Ads



BAY CITIES PAVING & GRADING, INC.
1450 Civic Court | Concord, CA 94520
Office: (925) 687-6666 | Fax: (925) 687-2122

INVITATION TO BID

Bay Cities Paving & Grading, Inc. invites all certified DBE's to submit bids on the following project:

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
HAYWARD MAINTENANCE COMPLEX (PHASE 2) CIVIL GRADING**

CONTRACT No.: 01RQ-102

Revised Bid Date: December 21, 2020

Sub-trades/suppliers/truckers needed for following work (but not limited to): Differing Site Conditions; District-Caused Delays; Partnering; Dispute Resolution Board; RWP Training; Watchperson; Mobilization (Includes Equipment); Demolition; Cut; Fill; Clearing and Grubbing - Haul-off; Aggregate Subbase, Class 3 Below Wall Footing; Drain Rock Aggregate; 16" Steel Casing; 6" PVC Sewer Lateral C900 Class 200 (5 Ft to 7 Ft Deep Trench); 4" PVC Sewer Lateral C900 Class 200 (5 Ft to 7 Ft Deep Trench); 8" PVC Sewer Main C900 Class 200 (8 Ft to 10 Ft Deep Trench); Sanitary Sewer Manholes; 30" Reinforced Concrete Pipe; 24" Reinforced Concrete Pipe; 18" Reinforced Concrete Pipe; Storm Drain Manhole; Drainage Inlet - Type G2 caltrans - 36" x 36"; Bioretention Basin; 6" Perforated Plastic Pipe Underdrain; Hazardous Materials/Waste Disposal; Structural Retaining Wall Rebar; Structural Retaining Wall Concrete; Structure Excavation; Structure Backfill; Sheet Pile Wall; 7 Ft CL Barrier Fence; 10 Ft Expanded Metal Fence with Razor Coil; Double 40 Ft Wide Cantilever Slide Gate; 15Ft Swing Gate; 20Ft Swing Gate; 8 Ft Chain Link Barrier with Barb Wire"; Golf Cart and Pedestrian Overcrossing Abutment Rebar; Golf Cart and Pedestrian Overcrossing Abutment Concrete; Overcrossing column and Drilled Concrete Shaft Rebar; Cart Overcrossing; Golf Cart and Pedestrian Overcrossing Abutment Excavation; Golf Cart and Pedestrian Overcrossing Abutment Ground Improvement; 72" Drilled Concrete Shaft Permanent Casing; 78" Drilled Concrete Shaft Permanent Casing; 72" Drilled Concrete Shaft; 78" Drilled Concrete Shaft; 12" Aggregate Base, Class 2; 4" Asphalt Concrete; Caltrans Type 84 Curb; 24" Reinforced Concrete Pipe; 18" Reinforced Concrete Pipe; Storm Drain Manhole; Drainage Inlet - Type G2 caltrans - 36" x 36"; Bioretention Basin; 6" Perforated Plastic Pipe Underdrain; Hazardous Materials/Waste Disposal; Structural Retaining Wall Rebar; Structural Retaining Wall Concrete; Structure Excavation; Structure Backfill; Sheet Pile Wall; 7 Ft CL Barrier Fence; 10 Ft Expanded Metal Fence with Razor Coil; Double 40 Ft Wide Cantilever Slide Gate; 15Ft Swing Gate 20Ft Swing Gate; 8 Ft Chain Link Barrier with Barb Wire"; Golf Cart and Pedestrian Overcrossing Abutment Rebar; Golf Cart and Pedestrian Overcrossing Abutment Concrete; Overcrossing column and Drilled Concrete Shaft Rebar; Cart Overcrossing; Golf Cart and Pedestrian Overcrossing Abutment Excavation; Golf Cart and Pedestrian Overcrossing Abutment Ground Improvement; 72" Drilled Concrete Shaft Permanent Casing; 78" Drilled Concrete Shaft Permanent Casing; 72" Drilled Concrete Shaft; 78" Drilled Concrete Shaft; 12" Aggregate Base, Class 2; 4" Asphalt Concrete; Caltrans Type 84 Curb.

Plans and specifications for the Project are available for review at our office at 1450 Civic Court, Concord, CA 94520 or can be downloaded, please contact BCPG estimating department for assistance. 100% Performance, Payment Bonds by an admitted surety naming prime contractor as obligee, in the full amount of the subcontractors bid shall be required. Retention will be withheld if subcontractor fails to provide bonds. Bonding assistance is available, Bay Cities Paving & Grading, Inc., will pay bond premium up to 2%. Call Russ Olney or Robert Rosas at (925) 687-6666 for assistance with credit line, bonding, insurance, equipment, supplies and materials. Subcontractors will be required to enter into our standard contract. Items of work can be broken down to facilitate DBE and SBE participation. BCPG will make every effort to work cooperatively with all qualified firms seeking work on this project.

Please be advised, Contractors and Subcontractors must register with the D.I.R. (Department of Industrial Relations) in order to bid on public works projects. Registration with the D.I.R. costs \$300 and covers the fiscal year (July 1 to June 30th). To verify the status of your D.I.R. number, please visit: <http://www.dir.ca.gov/Public-Works/Contractors.html>.

Bay Cities Paving & Grading is signatory to the following Unions: Operators, Laborers, Teamsters, & Cement Masons.
Bay Cities Paving & Grading, Inc. is an Equal Opportunity Employer.

Mike Prlich and Sons, Inc
5103 Elton Street, Baldwin Park, CA 91706
Office: (626) 813-1700 • Fax: (626) 813-1770

**Project: Sun Valley Watershed
Upper Storm Drain System-Phase 1
Owner: Los Angeles County Public Works
Bid Date: December 15th, 2020 at 11:00am
Location: Tujunga Ave & Penrose St,
Los Angeles, CA 91605**

Mike Prlich and Sons, Inc is requesting Sub Contractors and Suppliers qualified under Community Business Enterprise (Minority/Women/Disadvantage/Disabled Veterans) owned firms to send quotes for the Sun Valley Watershed Upper Storm Drain System Phase 1 Project.

Qualified Sub Contractors Scope of Work:

Traffic Control, Shoring, Survey, Asphalt and/or Concrete Paving, Fencing, Saw cutting, Drilling, Trucking.

Requirements: Proof of CBE's qualifications, California Contractors License, Insurance, 100% Bonding of Subs prescribed work.

For questions or further information regarding the project, please contact Kevin Dowe at Bids@mikeprlichandsons.com

Elite Modular Leasing & Sales Inc.
We are requesting bid quotations from all DVBE Subcontractor/Supplier for the following:

Project: 2021 District-wide Unit Price Contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21
BID DATE: December 11, 2020 at 8:00am
PLEASE EMAIL US YOUR BID PROPOSAL NO LATER THAN December 10, 2020 12 pm.
THANK YOU!

Elite Modular Leasing & Sales Inc.
3091 Indian Avenue, Perris, CA 92571
Estimator: Lou Menezes
Email: lou@elitemodular.net
Phone: (951) 422-2500

Silver Creek Industries

We are requesting bid quotations from all Subcontractors and Suppliers and DVBE Subcontractor/Supplier for the following:

**Merced River School District
Piggyback Bid for Modular Classroom Buildings and Associated Options**

Project No. 20046

BID DATE: December 11, 2020 at 11:30am

PLEASE EMAIL US YOUR BID PROPOSAL NO LATER THAN DECEMBER 9th, 2020.
THANK YOU!

Silver Creek Industries
2830 Barrett Avenue, Perris, CA 92571
Estimator: Shade Stoffel
Email: sstoffel@silver-creek.net
Phone: (951) 943-5393 • Fax: (951) 943-2211

BUILDGROUP

Build Group, Inc. is requesting subcontractor bids from all Certified / Qualified SBE subcontractors' and material suppliers for the following project:

SCVTA Restroom Renovation at Chaboya Bldg
Bid Date & Time: 12/18/20 at 2 PM

Scope of Work:

Renovation of existing men's and women's employee restrooms located in Building A at the Chaboya Division.

Email: estimatingpw@buildgc.com
Fax: 415-366-1883

Contact: William Reuvekamp at 925-818-6937 if you have any questions

Please email ALL bids and questions to estimatingpw@buildgc.com

SMALL

BUSINESS
EXCHANGE

REQUEST FOR SUBSTITUTION AT TIME OF BID FORM

TO: Schoolhaus Advisors, Inc.

DATE:

PROJECT: 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling, and Removal of Division of the State Architect Approved Portable Buildings

PROJECT #: SSPU, #40-04/2020-21

SPECIFICATION SECTION:

SPECIFIED ITEM:

ITEM PROPOSED FOR SUBSTITUTION:

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not "and/or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)		District Decision (circle one)	
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within three (3) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is

relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: Elite Modular Leasing and Sales Inc.

By: Jeremy Goldenetz

District: _____

By: _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President [Title] of Elite Modular Leasing & Sales Inc [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/9/2020 [Date], at Perris [City], CA [State].

Signed: _____

Typed Name: Jeremy Goldenetz

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 Riverside

On December 9, 2020 before me, Kimberley J. Vasquez, Notary
(insert name and title of the officer)

personally appeared Jeremy Goldenetz,
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.

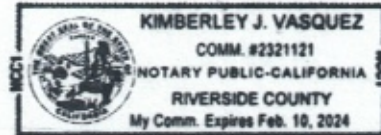
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

K. Vasquez

(Seal)



IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 st. seq.)

Bid No.: SSPU, #40-04/2020-21

Project: 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings

Bidding Contractor

("Bidder"): Elite Modular Leasing and Sales, Inc.

The undersigned, subject to penalty for perjury, hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

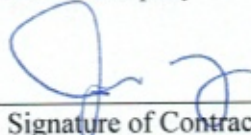
- (i) The undersigned is a duly-authorized representative of the Bidder and, in that capacity, has executed this certification on behalf of the Bidder; and
- (ii) The appropriate box is checked immediately below (check only one box), and the statement relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) following such box is true and correct.

The Bidder is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The maximum total amount payable to the Bidder under each purchase order initiated under this Master Agreement in connection with the Project, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

Notice: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Elite Modular Leasing and Sales, Inc
Contractor/Company

By: 
Signature of Contractor Representative

Jeremy Goldenetz
Print Name of Representative

President
Title

12/9/2020
Date

BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	A REFURBISHED 24 X 40 Classroom	B REFURBISHED 36 X 40 Classroom	C REFURBISHED 48 X 40 Classroom	D REFURBISHED 12 X 40 MODULE	E REFURBISHED 24 X 60 Classroom	F REFURBISHED 12 X 60 MODULE
1	BUILDING BASE BID PRICE PURCHASE	A# 66341 40,258	04-119120 60,331	04-117974 80,516	04-117974 18,607	04-116719 111,527	04-116719 50,182
2A	INSTALLATION COSTS	5,526	8,232	8,458	2,797	9,924	5,526
2B	DISMANTLE COST	4,398	7,104	7,330	2,233	8,796	4,398
3A	INSTALLATION COSTS (PSA/PLA)	16,802	19,509	22,328	8,909	21,200	10,600
3B	DISMANTLE COSTS (PSA/PLA)	15,675	18,381	21,200	7,781	20,073	9,472
	ALTERNATIVES						
4	ONE YEAR LEASE ADVANCE ANNUAL PAYMENT	10,036	15,224	20,524	5,075	21,245	12,393
5	TWO YEAR LEASE ADVANCE ANNUAL PAYMENT	9,585	14,434	19,058	4,736	19,464	11,818
6	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	8,909	11,841	18,268	4,398	19,013	11,435
7	FOUR YEAR LEASE ADVANCE ANNUAL PAYMENT	8,683	11,051	17,479	4,172	18,020	11,051
8	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	8,345	10,262	16,802	4,060	17,332	10,769
9	LEASE PURCHASE - 3 YEARS ADVANCE ANNUAL PAYMENT	20,016	32,703	38,003	11,051	44,543	22,102
10	LEASE PURCHASE - 5 YEARS ADVANCE ANNUAL PAYMENT	15,111	29,320	25,260	8,615	30,898	16,577
11	LEASE PURCHASE - 7 YEARS ADVANCE ANNUAL PAYMENT	9,811	14,885	20,524	5,751	27,966	13,983
	BUILDING ADDITIVE ALTERNATIVES						
	CONCRETE FOUNDATIONS:						
12	ABOVE GRADE	35,522	47,926	55,820	18,494	47,926	21,426
13	BELOW GRADE	38,792	52,437	59,541	20,862	52,437	16,577
14	BELOW GRADE W/18" CLEAR	43,077	55,256	67,322	23,907	55,256	27,966
15	50 LB + PARTITION LOAD STIFFENED FLOOR	3,270	4,398	5,526	1,635	12,968	5,165
16	70 LB FOUNDATION (WOOD)	2,819	3,947	5,075	1,410	4,105	1,601
17	100 LB STIFFENED FLOOR	8,796	13,352	16,013	4,398	16,735	8,909

BID FORM-2 ATTACHMENT A - ADDENDUM #3
2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
2023 EXTENSION WITH A 7.5% CPI INCREASE

	A	B	C	D	E	F
ITEM	REFURBISHED 24 X 40 Classroom	REFURBISHED 36 X 40 Classroom	REFURBISHED 48 X 40 Classroom	REFURBISHED 12 X 40 MODULE	REFURBISHED 24 X 60 Classroom	REFURBISHED 12 X 60 MODULE
18	100 LB FOUNDATION (WOOD) 7,443	11,051	14,885	3,721	16,915	8,458
19	150 LB STIFFENED FLOOR 12,111	16,329	24,200	6,180	16,329	8,864
20	150 LB FOUNDATION (WOOD) 12,968	19,170	26,839	6,484	33,830	16,915
21	26 GA STEEL OVER 3/4" PLYWOOD 3,902	5,458	7,668	2,007	5,458	4,984

NOTE: FOR BID TO BE DEEMED VALID, PROOF OF DSA APPROVAL (PC OR STOCKPILE) FOR ALL CONFIGURATIONS LISTED MUST BE PRESENTED. AT THE TIME OF THE BID, ENTER THE A# OR PC# IN THE ROW NEAR THE TOP OF EACH PAGE OF THE BID FORM. PROVIDE APPROVED PLANS, OR OTHER BACK-UP WITHIN 24 HOURS OF THE BID OPENING. FAILURE TO PROVIDE THIS DATA WITHIN THIS TIME FRAME WILL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE.

BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	G	H	I	J	K	L
	APPROVED # OR PC# (LIST)	04-116126	04-116126	04-114126	04-100052	04-116720	04-117726
22	BUILDING BASE BID PRICE PURCHASE	REFURBISHED 30 X 32 CLASSROOM	REFURBISHED 10 X 32 MODULE	REFURBISHED 10 X 32 RR MODULE	REFURBISHED 12 X 40 TOILET A B/G	REFURBISHED 12 X 40 TOILET B B/S/G	REFURBISHED 12 X 40 TOILET C B/G/S/S
23A	INSTALLATION COSTS	77,246	25,373	81,644	74,427	75,554	72,563
23B	DISMANTLE COSTS	6,992	2,368	6,992	11,254	11,254	11,254
24A	INSTALLATION COSTS (PSA/PLA)	6,541	2,030	6,541	10,600	10,600	10,600
24B	DISMANTLE COSTS (PSA/PLA)	18,268	9,811	18,268	22,531	22,531	22,531
	ALTERNATIVES	17,141	8,683	17,141	21,403	21,403	21,403
25	ONE YEAR LEASE ADVANCE ANNUAL PAYMENT	32,590	10,713	33,717	31,575	32,703	33,830
26	TWO YEAR LEASE ADVANCE ANNUAL PAYMENT	30,334	10,036	31,011	29,320	30,447	31,575
27	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	28,079	9,360	28,756	27,064	28,192	29,320
28	FOUR YEAR LEASE ADVANCE ANNUAL PAYMENT	25,824	8,683	26,951	24,809	25,937	27,064
29	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	23,117	7,781	24,245	22,554	23,681	24,809
30	LEASE PURCHASE - 3 YEARS ADVANCE ANNUAL PAYMENT	37,664	12,179	40,258	34,958	35,747	36,086
31	LEASE PURCHASE - 5 YEARS ADVANCE ANNUAL PAYMENT	27,628	9,811	32,139	28,756	28,756	30,447
32	LEASE PURCHASE - 7 YEARS ADVANCE ANNUAL PAYMENT	21,651	7,330	25,373	23,117	24,132	26,726
	BUILDING ADDITIVE ALTERNATIVES						
	CONCRETE FOUNDATIONS:						
33	ABOVE GRADE	35,522	18,945	18,945	25,260	25,260	25,260
34	BELOW GRADE	38,792	20,524	20,524	27,966	27,966	27,966
35	BELOW GRADE W/18" CLEAR	43,077	22,497	22,497	32,252	32,252	32,252
36	50 LB + PARTITION LOAD STIFFENED FLOOR	5,526	1,996	1,996	1,996	1,996	1,996
37	70 LB FOUNDATION (WOOD)	6,992	3,496	3,496	3,496	3,496	3,496
38	100 LB STIFFENED FLOOR	11,051	6,653	6,653	4,962	4,962	4,962

BID FORM-2 ATTACHMENT A - ADDENDUM #3
2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	G	H	I	J	K	L
39	100 LB FOUNDATION (WOOD)	REFURBISHED 30 X 32 CLASSROOM	REFURBISHED 10 X 32 MODULE	REFURBISHED 10 X 32 RR MODULE	REFURBISHED 12 X 40 TOILET A B/G	REFURBISHED 12 X 40 TOILET B B/S/G	REFURBISHED 12 X 40 TOILET C B/G/S/S
40	150 LB STIFFENED FLOOR	12,111	6,180	6,180	6,180	6,180	6,180
41	150 LB FOUNDATION (WOOD)	25,711	8,458	8,458	12,855	12,855	12,855
42	26 GA STEEL OVER 3/4" PLYWOOD	3,902	1,914	1,914	2,718	2,718	2,718

NOTE: FOR BID TO BE DEEMED VALID, PROOF OF DSA APPROVAL (PC OR STOCKPILE) FOR ALL CONFIGURATIONS LISTED MUST BE PRESENTED. AT THE TIME OF THE BID, ENTER THE A# OR PC# IN THE ROW NEAR THE TOP OF EACH PAGE OF THE BID FORM. PROVIDE APPROVED PLANS, OR OTHER BACK-UP WITHIN 24 HOURS OF THE BID OPENING. FAILURE TO PROVIDE THIS DATA WITHIN THIS TIME FRAME WILL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE.

BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	M NEW 24 X 40 Classroom	N NEW 36 X 40 Classroom	O NEW 48 X 40 Classroom	P NEW 12 X 40 MODULE	Q NEW 24 X 60 Classroom	R NEW 12 X 60 MODULE
	APPROVED A# OR PC# (LIST)	04-117725	04-117725	04-117725	04-117725	04-116719	04-116719
43	BUILDING BASE BID PRICE PURCHASE	73,863	111,753	132,502	41,386	138,253	69,126
44A	INSTALLATION COSTS	5,526	8,232	11,051	4,172	9,924	5,526
44B	DISMANTLE COSTS	4,398	7,104	9,924	2,233	8,796	4,398
45A	INSTALLATION COSTS (PSA/PLA)	16,802	19,509	22,328	8,909	21,200	10,600
45B	DISMANTLE COSTS (PSA/PLA)	15,675	18,381	21,200	7,781	20,073	9,472
	ALTERNATIVES						
46	ONE YEAR LEASE ADVANCE ANNUAL PAYMENT	37,213	54,128	69,916	15,787	65,405	24,809
47	TWO YEAR LEASE ADVANCE ANNUAL PAYMENT	34,958	47,362	60,894	13,532	58,639	20,298
48	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	31,575	42,852	55,256	12,292	54,128	18,043
49	FOUR YEAR LEASE ADVANCE ANNUAL PAYMENT	29,320	39,469	51,873	11,502	47,813	16,239
50	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	25,711	36,086	45,107	10,149	42,852	13,532
51	LEASE PURCHASE - 3 YEARS ADVANCE ANNUAL PAYMENT	39,356	59,034	69,916	19,734	72,622	36,311
52	LEASE PURCHASE - 5 YEARS ADVANCE ANNUAL PAYMENT	33,266	49,054	61,909	17,930	63,714	32,026
53	LEASE PURCHASE - 7 YEARS ADVANCE ANNUAL PAYMENT	23,907	35,973	44,543	14,209	46,799	23,343
	BUILDING ADDITIVE ALTERNATIVES						
	CONCRETE FOUNDATIONS:						
54	ABOVE GRADE	35,522	47,926	55,820	18,494	47,926	21,426
55	BELOW GRADE	38,792	52,437	59,541	20,862	52,437	25,373
56	BELOW GRADE W/18" CLEAR	43,077	55,256	67,322	23,907	55,256	27,966
57	50 LB + PARTITION LOAD STIFFENED FLOOR	1,511	2,199	2,797	868	2,199	1,049
58	70 LB FOUNDATION (WOOD)	3,609	4,623	7,217	2,143	9,783	5,187
59	100 LB STIFFENED FLOOR	2,706	4,285	7,668	1,579	4,285	3,022

BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	M NEW 24 X 40 Classroom	N NEW 36 X 40 Classroom	O NEW 48 X 40 Classroom	P NEW 12 X 40 MODULE	Q NEW 24 X 60 Classroom	R NEW 12 X 60 MODULE
60	100 LB FOUNDATION (WOOD)	11,728	14,660	18,494	6,992	16,915	8,458
61	150 LB STIFFENED FLOOR	8,164	12,901	16,284	3,834	12,901	6,428
62	150 LB FOUNDATION (WOOD)	25,711	33,830	43,754	12,855	33,830	16,915
63	SLAB ON GRADE FLOOR	50,520	72,938	100,250	25,260	72,938	36,086
64	LIGHT WEIGHT CONCRETE FLOOR	27,064	55,730	74,878	19,734	55,730	32,139
65	40 LB SNOW LOAD	31,011	44,656	59,090	16,464	44,656	22,497
66	60 LB SNOW LOAD	43,190	66,781	80,065	22,373	66,781	32,409
67	100 LB SNOW LOAD	55,482	84,553	110,963	28,135	84,553	42,288
68	10' CEILINGS	15,111	26,162	28,079	8,818	26,162	13,645
69	12' CEILINGS	43,528	61,571	86,651	22,226	61,571	30,786
70	VARIABLE PITCH ROOF	50,633	74,539	99,235	25,316	74,539	37,326
71	26 GA STEEL OVER 3/4" PLYWOOD	3,902	5,458	7,668	2,007	5,458	3,270

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BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	S NEW 30 X 32 CLASSROOM	T NEW 10 X 32 MODULE	U NEW 10 X 32 RR MODULE	V NEW 12 X 40 TOILET A B/G	W NEW 12 X 40 TOILET B B/S/G	X NEW 12 X 40 TOILET C B/G/S/S
	APPROVED A# OR PC# (LIST)	04-116126	04-116126	04-116126	04-117726	04-116720	04-117726
72	BUILDING BASE BID PRICE PURCHASE	109,159	36,086	103,859	87,959	88,522	84,925
73A	INSTALLATION COSTS	5,526	2,368	6,992	6,992	6,992	6,992
73B	DISMANTLE COSTS	6,541	2,030	6,541	9,472	9,472	9,472
74A	INSTALLATION COSTS (PSA/PLA)	18,268	9,811	18,268	22,531	22,531	22,531
74B	DISMANTLE COSTS (PSA/PLA)	17,141	8,683	17,141	21,403	21,403	21,403
	ALTERNATIVES						
75	ONE YEAR LEASE ADVANCE ANNUAL PAYMENT	49,618	16,915	46,799	40,596	41,724	42,852
76	TWO YEAR LEASE ADVANCE ANNUAL PAYMENT	46,235	15,900	43,415	38,341	39,469	40,596
77	THREE YEAR LEASE ADVANCE ANNUAL PAYMENT	42,175	14,209	40,032	36,086	37,213	38,341
78	FOUR YEAR LEASE ADVANCE ANNUAL PAYMENT	36,311	12,066	33,717	33,830	34,958	36,086
79	FIVE YEAR LEASE ADVANCE ANNUAL PAYMENT	33,605	11,051	31,462	31,575	32,703	33,830
80	LEASE PURCHASE - 3 YEARS ADVANCE ANNUAL PAYMENT	49,054	19,396	46,799	42,288	43,641	44,994
81	LEASE PURCHASE - 5 YEARS ADVANCE ANNUAL PAYMENT	42,852	16,690	41,611	37,777	39,130	40,484
82	LEASE PURCHASE - 7 YEARS ADVANCE ANNUAL PAYMENT	40,484	12,292	38,228	33,717	34,394	35,747
	BUILDING ADDITIVE ALTERNATIVES						
	CONCRETE FOUNDATIONS:						
83	ABOVE GRADE	35,522	18,945	18,945	25,260	25,260	25,260
84	BELOW GRADE	38,792	20,524	20,524	27,966	27,966	27,966
85	BELOW GRADE W/18" CLEAR	43,077	22,497	22,497	32,252	32,252	32,252
86	50 LB + PARTITION LOAD STIFFENED FLOOR	5,526	1,861	1,861	1,996	1,996	1,996
87	70 LB FOUNDATION (WOOD)	6,992	3,045	3,045	3,496	3,496	3,496
88	100 LB STIFFENED FLOOR	2,706	1,646	1,646	2,706	2,706	2,706

BID FORM-2 ATTACHMENT A - ADDENDUM #3
 2021 DISTRICT -WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA)
 APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21
 2023 EXTENSION WITH A 7.5% CPI INCREASE

ITEM	DESCRIPTION	S NEW 30 X 32 CLASSROOM	T NEW 10 X 32 MODULE	U NEW 10 X 32 RR MODULE	V NEW 12 X 40 TOILET A B/G	W NEW 12 X 40 TOILET B B/S/G	X NEW 12 X 40 TOILET C B/G/S/S
89	100 LB FOUNDATION (WOOD)	13,983	4,623	4,623	6,992	6,992	6,992
90	150 LB STIFFENED FLOOR	8,164	3,947	3,947	4,285	4,285	4,285
91	150 LB FOUNDATION (WOOD)	25,711	8,458	8,458	12,855	12,855	12,855
92	SLAB ON GRADE FLOOR	50,520	27,741	27,741	30,673	30,673	30,673
93	LIGHT WEIGHT CONCRETE FLOOR	27,064	13,532	13,532	13,532	13,532	13,532
94	40 LB SNOW LOAD	42,288	19,283	19,283	22,396	22,396	22,396
95	60 LB SNOW LOAD	31,913	23,681	23,681	28,417	28,417	28,417
96	100 LB SNOW LOAD	55,482	31,011	31,011	33,717	33,717	33,717
97	10' CEILINGS	15,111	8,796	8,796	11,051	11,051	11,051
98	12' CEILINGS	43,528	23,907	23,907	30,673	30,673	30,673
99	VARIABLE PITCH ROOF	50,633	32,026	32,026	36,762	36,762	36,762
100	26 GA STEEL OVER 3/4" PLYWOOD	3,902	2,233	2,233	2,718	2,718	2,718

NOTE: FOR BID TO BE DEEMED VALID, PROOF OF DSA APPROVAL (PC OR STOCKPILE) FOR ALL CONFIGURATIONS LISTED MUST BE PRESENTED. AT THE TIME OF THE BID, ENTER THE A# OR PC# IN THE ROW NEAR THE TOP OF EACH PAGE OF THE BID FORM. PROVIDE APPROVED PLANS, OR OTHER BACK-UP WITHIN 24 HOURS OF THE BID OPENING. FAILURE TO PROVIDE THIS DATA WITHIN THIS TIME FRAME WILL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE.

NOTE: LINE ITEMS 101-129 WERE OMITTED VIA ADDENDUM #3
NOTE: LINE ITEMS 130-160 WERE OMITTED VIA ADDENDUM #1

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

2023 Contract Extension Includes a 7.5% Price Increase (per 1-18-23 SSPU ext. letter)			
ITEM #	DESCRIPTION	UNIT	PRICE
FLOORING			
161	STANDARD CARPET 26 OZ NYLON	SQUARE FOOT	5.25
162	NON STANDARD CARPET - MOHAWK GROUP LEES FACULTY 4	SQUARE FOOT	10.75
163	NON STANDARD CARPET - TANDUS (OR EQUAL)	SQUARE FOOT	17.25
164	MODULAR CARPET TILES 24" X 24" STANDARD 22 OZ	SQUARE FOOT	14.00
165	MODULAR CARPET TILES 24" X 24" UPGRADED 26 OZ	SQUARE FOOT	15.25
166	GEO TILES TRIAD MAT SERIES - COLLINS & AIKMAN / TANDUS	SQUARE FOOT	27.00
167	ABRASIVE ACTION WALK OFF MATT - TANDUS	SQUARE FOOT	22.75
168	VCT	SQUARE FOOT	8.25
169	RUBBER BASE 4" BURKE OR EQUAL	LINEAR FOOT	7.00
170	RUBBER BASE 6" BURKE OR EQUAL	LINEAR FOOT	8.25
171	SUBSTRATE	SQUARE FOOT	28.00
172	CERAMIC TILE COVERED BASE	LINEAR FOOT	28.00
173	QUARRY TILE 6" X 6"	SQUARE FOOT	37.75
174	SHEET VINYL WITH SELF COVE BASE	SQUARE FOOT	17.25
175	VINYL UPGRADE TO FORBO MARMOLEUM	SQUARE FOOT	27.00
176	EPOXY FLOORING (AND/OR WALL COATING)	SQUARE FOOT	36.50
177	R-19 INSULATION	SQUARE FOOT	2.50
178	R-30 INSULATION	SQUARE FOOT	4.25
179	KITCHEN SHOWER AREA ALTRA MARINE SAFETY FLOOR	SQUARE FOOT	24.75
180	ACCESS PANEL - THROUGH FLOOR 24" X 24"	EACH	1,127.00
181	WELDED SEAMS	LINEAR FOOT	19.50
182	CARPET SEAMING	LINEAR FOOT	10.75
183	CARPET BAR	LINEAR FOOT	9.25
184	REMOVE EXISTING VCT	SQUARE FOOT	3.50
185	REMOVE EXISTING GLUE DOWN CARPET	SQUARE YARD	5.25
WALLS			
186	INTERIOR NON-RATED 2 X 4 WALL, HIGH 16" OC FLOOR TO RAFTERS	LINEAR FOOT	124.00
187	2 X 6 EXTERIOR WALL WITH R19 INSULATION	LINEAR FOOT	136.00
188	2 X 8 EXTERIOR WALL WITH R30 INSULATION	LINEAR FOOT	191.00
189	INTERIOR 1 HOUR FIRE RATED WALL	LINEAR FOOT	237.00
190	INTERIOR 2 HOUR FIRE RATED WALL	LINEAR FOOT	384.00
191	EXTERIOR 1 HOUR RATED FIRE RATED WALL	LINEAR FOOT	198.00
192	EXTERIOR 2 HOUR RATED FIRE RATED WALL	LINEAR FOOT	254.00
193	TAPE AND TEXTURE AND PAINT IN LIEU OF VINYL COVERED TACKBOARD	SQUARE FOOT	9.00
194	STAINLESS STEEL WALL COVERING	SQUARE FOOT	32.00
195	FIBER GLASS WALL PANELS (FRP) IN LIEU OF VINYL COVERED TACKBOARD	SQUARE FOOT	21.00
196	WALL VINYL UPGRADE 'A'	SQUARE FOOT	3.25
197	WALL VINYL UPGRADE 'B'	SQUARE FOOT	4.50
198	MAGNETIC PANEL WALL COVER - PPA-412 4 X 12	SQUARE FOOT	19.50
199	OPERABLE WALL	LINEAR FOOT	1,100.00
200	CERAMIC TILE WALL, THIN SET	SQUARE FOOT	28.00
201	24 GAUGE WHITE PORCELAIN ENAMEL STEEL MARKER BOARD (8' X 4')	EACH	480.00
202	SOUNDBOARD ADD TO INTERIOR WALL	LINEAR FOOT	79.00
203	WALL BLOCKING (WOOD)	LINEAR FOOT	25.00
204	PAINT INTERIOR WALL (STANDARD PAINT)	SQUARE FOOT	4.75
	EXTERIOR TRIM	LINEAR FOOT	5.00
206	EXTERIOR WOOD SIDING	SQUARE FOOT	11.25
207	TEMPERED GLASS WALL	SQUARE FOOT	90.50
208	EXTERIOR PANEL - WUI CODE APPROVED PRODUCT	SQUARE FOOT	17.25
209	EXTERIOR CEMENTITIOUS SIDING	SQUARE FOOT	17.25
210	EXTERIOR CORRUGATED METAL	SQUARE FOOT	24.75
ROOF / CEILING			
211	HARD CEILINGS	SQUARE FOOT	34.00
212	ACOUSTICAL LAY-IN 2' X 2' X 5/8"	SQUARE FOOT	23.00

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

213	CEILING GRID 2' X 4' WITH STANDARD EDGE CEILING PANELS	SQUARE FOOT	25.00
214	1 HOUR FIRE RATED CEILINGS	SQUARE FOOT	9.00
215	EXTEND REAR OVERHANG TO 5' (2'-6" STANDARD)	MODULE	1,241.00
216	BUILT UP ROOF SYSTEM 1-PLY	SQUARE FOOT	16.00
217	FACTORY STANDARD TPO ROOF SYSTEM .45 MIL	SQUARE FOOT	13.00
218	WELDED SEAMS ON SITE	SQUARE FOOT	11.00
219	.45 MIL WHITE EPDM ROOF SYSTEM	SQUARE FOOT	10.00
220	.60 MIL WHITE EPDM ROOF SYSTEM	SQUARE FOOT	11.00
221	UPGRADE PREFINISHED STANDING SEAM ROOF (COLORED)	SQUARE FOOT	14.00
222	ADD FOR 20 YEAR ROOF WARRANTY	PER MODULE	3,383.00
223	18" PARAPET	LINEAR FOOT	224.00
224	24" PARAPET	LINEAR FOOT	259.00
225	36" PARAPET	LINEAR FOOT	282.00
226	42" PARAPET	LINEAR FOOT	327.00
227	30" FASCIA METAL	LINEAR FOOT	350.00
228	30" FASCIA STUCCO	LINEAR FOOT	350.00
229	10" TUBULAR SKYLIGHT	EACH	3,609.00
230	14" TUBULAR SKYLIGHT	EACH	3,835.00
231	21" TUBULAR SKYLIGHT	EACH	5,074.00
232	TUBULAR SKYLIGHT DIMMERS	EACH	508.00
233	ROOF HATCH	EACH	3,947.00
234	ROOF ACCESS LADDER, INTERIOR, FIXED TO WALL	LINEAR FOOT	1,015.00
235	ROOF ACCESS LADDER, EXTERIOR, FIXED TO WALL	LINEAR FOOT	1,354.00
236	SEAMLESS GUTTERS	LINEAR FOOT	35.00
237	GUTTERS 24 GAUGE METAL	LINEAR FOOT	21.00
238	DOWNSPOUTS (STANDARD)	LINEAR FOOT	17.00
239	DOWNSPOUTS - UPGRADE TO 3" DIAMETER STEEL PIPE	LINEAR FOOT	40.00
240	ROOF DRAINS	EACH	1,917.00
241	SCUPPERS AND DOWNSPOUTS	EACH	2,707.00
242	MECHANICAL SCREENS (36" MAX HIGH)	LINEAR FOOT	73.00
DOORS			
243	EXTERIOR DOOR PACKAGE - STEEL 3'	EACH	2,594.00
244	EXTERIOR DOOR PACKAGE - STEEL 4'	EACH	3,496.00
245	EXTERIOR DOOR PACKAGE - STEEL 6'	EACH	5,074.00
246	UPGRADE TO WELDED DOOR FRAME - 3'	EACH	565.00
247	UPGRADE TO WELDED DOOR FRAME - 4'	EACH	1,974.00
248	UPGRADE TO WELDED DOOR FRAME - 6'	EACH	2,200.00
249	7" WIDE VIEW KIT	EACH	395.00
250	24" WIDE VIEW KIT	EACH	1,015.00
251	HOLLOW METAL TRANSOM	SQUARE FOOT	789.00
252	STOREFRONT GLASS DOOR - 3'	EACH	9,473.00
253	STOREFRONT GLASS DOOR - 6'	EACH	18,269.00
254	EXTERIOR 1 HOUR FIRE RATED 3' DOOR	EACH	2,707.00
255	INTERIOR 1 HOUR FIRE RATED 3' DOOR	EACH	2,030.00
256	EXTERIOR 2 HOUR FIRE RATED 3' DOOR	EACH	3,383.00
257	INTERIOR 2 HOUR FIRE RATED 3' DOOR	EACH	3,102.00
258	INTERIOR DOOR PACKAGE - WOOD - 3'	EACH	1,467.00
259	INTERIOR DOOR PACKAGE - WOOD - 4'	EACH	1,804.00
260	INTERIOR DOOR PACKAGE - WOOD - 6'	EACH	2,932.00
261	POCKET DOOR - 3'	EACH	1,917.00
262	DOOR LOUVER	SQUARE FOOT	203.00
263	ROLLUP OVERHEAD DOOR	SQUARE FOOT	282.00
264	ROLLUP OVERHEAD DOOR MOTORIZED	SQUARE FOOT	332.00
265	PANIC HARDWARE IN LIEU OF STANDARD LOCKSET	EACH	1,917.00
266	SCHLAGE VANDAL GUARD OR EQUAL IN LIEU OF STANDARD	EACH	1,241.00
267	HARDWARE UPGRADE "A"	EACH	1,692.00
268	HARDWARE UPGRADE "B"	EACH	2,820.00
269	HARDWARE UPGRADE "C"	EACH	3,383.00

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

270	DOOR CLOSER UPGRADE	EACH	452.00
271	KICK PLATE	EACH	79.00
WINDOWS			
272	4020 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	2,594.00
273	4040 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	2,819.00
274	6020 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	3,157.00
275	6040 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	3,270.00
276	8020 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	3,383.00
277	8040 XO / DG SLIDING ALUMINUM WINDOW 46%	EACH	3,609.00
278	4020 HOLLOW METAL FRAME UPGRADE	EACH	2,143.00
279	4040 HOLLOW METAL FRAME UPGRADE	EACH	2,481.00
280	6020 HOLLOW METAL FRAME UPGRADE	EACH	2,707.00
281	6040 HOLLOW METAL FRAME UPGRADE	EACH	3,158.00
282	8020 HOLLOW METAL FRAME UPGRADE	EACH	3,609.00
283	8040 HOLLOW METAL FRAME UPGRADE	EACH	4,059.00
284	4040 FIXED INTERIOR WINDOW	EACH	1,354.00
285	UPGRADE TO LOW E GLAZING	SQUARE FOOT	79.00
286	UPGRADE TO LEXAN GLASS	SQUARE FOOT	79.00
287	SECURITY SCREENS 8' X 4'	EACH	846.00
288	WINDOW BLINDS	EACH	508.00
ELECTRICAL			
289	100 AMP SINGLE PHASE PANEL	EACH	1,241.00
290	125 AMP SINGLE PHASE PANEL	EACH	1,467.00
291	150 AMP SINGLE PHASE PANEL	EACH	1,579.00
292	200 AMP SINGLE PHASE PANEL	EACH	2,368.00
293	225 AMP SINGLE PHASE PANEL	EACH	3,045.00
294	250 AMP SINGLE PHASE PANEL	EACH	3,270.00
295	100 AMP THREE PHASE PANEL	EACH	1,241.00
296	125 AMP THREE PHASE PANEL	EACH	1,354.00
297	150 AMP THREE PHASE PANEL	EACH	1,579.00
298	200 AMP THREE PHASE PANEL	EACH	1,804.00
299	225 AMP THREE PHASE PANEL	EACH	1,917.00
300	250 AMP THREE PHASE PANEL	EACH	2,368.00
301	6 X 6 X 6 EXTERIOR SIGNAL BOX W/ 3/4" CONDUIT TO ATTIC	EACH	226.00
302	EXTERIOR WALL PACK	EACH	508.00
303	110V DUPLEX WALL RECEPTACLE WITH COVER PLATE	EACH	226.00
304	110V DUPLEX WALL RECEPTACLE WITH COVER PLATE - DEDICATED	EACH	350.00
305	110V DUPLEX WALL GFCI RECEPTACLE WITH COVER PLATE	EACH	243.00
306	110V DUPLEX EXTERIOR WALL GFCI RECEPTACLE W/ IN-USE COVER	EACH	310.00
307	110V DUPLEX SURGE SUPPRESSED COMPUTER RECEPTACLE W/ COVER PLATE	EACH	395.00
308	110V DUPLEX FLOOR RECEPTACLE W/ DATA BOX & PLASTIC COVER PLATE	EACH	1,861.00
309	110V DUPLEX FLOOR RECEPTACLE W/ DATA BOX & BRASS COVER PLATE	EACH	2,199.00
310	110V QUADPLEX FLOOR RECEPTACLE W/ DATA BOX & PLASTIC COVER PLATE	EACH	2,537.00
311	110V QUADPLEX FLOOR RECEPTACLE W/ DATA BOX & BRASS COVER PLATE	EACH	3,102.00
312	220V DUPLEX WALL RECEPTACLE WITH COVER PLATE	EACH	452.00
313	20 AMP CIRCUIT - WALL	EACH	327.00
314	30 AMP CIRCUIT - WALL	EACH	384.00
315	40 AMP CIRCUIT - WALL	EACH	407.00
316	50 AMP CIRCUIT - WALL	EACH	417.00
317	60 AMP CIRCUIT - WALL	EACH	429.00
318	DEDICATED QUADPLEX WALL RECEPTACLE	EACH	372.00
319	WIREMOLD	LINEAR FOOT	113.00
320	DATA WALL BOX WITH BLANK COVER PLATE (4SD J-BOX)	EACH	124.00
321	INTERIOR LIGHT SWITCH	EACH	124.00
322	INTERIOR LIGHT SWITCH - THREE WAY	EACH	203.00
323	INTERIOR 2 X 4 FLUORESCENT FIXTURE W/ A+ LOW HARMONIC BALLAST	EACH	304.00
324	INTERIOR 2 X 4 FLUORESCENT FIXTURE W/ BATTERY BACKUP	EACH	654.00
325	INTERIOR 2 X 4 FIXTURE LED	EACH	508.00

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

326	INTERIOR 2 X 2 FIXTURE LED	EACH	502.00
327	ADD PARABOLIC LENSES	EACH	423.00
328	EMERGENCY LIGHT W/BATTERY BACK UP - INTERIOR WALL MOUNT	EACH	372.00
329	EXIT LIGHT W/BATTERY BACK UP - INTERIOR WALL MOUNT	EACH	530.00
330	EXTERIOR FIXTURE WITH INTEGRAL PHOTO CELL	EACH	586.00
331	SMOKE / HEAT DETECTOR (4SD J-BOX)	EACH	192.00
332	CEILING MOUNTED MOTION SENSOR (4SD J-BOX)	EACH	305.00
333	WALL MOUNTED MOTION SENSOR (4SD J-BOX)	EACH	271.00
334	CONDUIT 3/4"	LINEAR FOOT	2.25
335	CONDUIT 1"	LINEAR FOOT	3.00
336	CONDUIT 1-1/2"	LINEAR FOOT	3.25
337	CONDUIT 2"	LINEAR FOOT	3.50
HEAT AND COOLING			
338	UPGRADE 4T WALL MT HEAT PUMP TO 5T WALL MT HEAT PUMP	EACH	2,707.00
339	UPGRADE 4T WALL MT HEAT PUMP TP 3.5T ROOF MT HEAT PUMP	EACH	21,426.00
340	UPGRADE 4T WALL MT HEAT PUMP TO 4T ROOF MT HEAT PUMP	EACH	22,554.00
341	UPGRADE 4T WALL MT HEAT PUMP TO 5T ROOF MT HEAT PUMP	EACH	24,809.00
342	UPGRADE 4T WALL MT HEAT PUMP TO 4T INTERIOR HEAT PUMP	EACH	12,405.00
343	UPGRADE 4T WALL MT HEAT PUMP TO 5T INTERIOR HEAT PUMP	EACH	14,660.00
344	AIR BALANCING	PER HVAC UNIT	12,411.00
345	AIR BALANCING (CERTIFIED)	PER HVAC UNIT	1,467.00
346	CO2 SENSOR	EACH	1,015.00
347	BARD ECONOMIZER UPGRADE	EACH	4,285.00
348	PROGRAMMABLE THERMOSTAT	EACH	327.00
349	UPGRADE WALL OR ROOF MOUNTED HVAC TO GAS (NIC: GAS LINES OR CONNECTIONS)	EACH	565.00
350	CROSS-OVER HOLE THROUGH BEAMS TO EXTEND AIR SUPPLY/RETURN DUCTING	EACH	1,692.00
351	2 TON WALL MOUNT HEAT PUMP UNIT	EACH	5,074.00
352	4 TON WALL MOUNT HEAT PUMP UNIT	EACH	5,977.00
353	5 TON WALL MOUNT HEAT PUMP UNIT	EACH	6,541.00
354	4 TON ROOF MOUNT HEAT PUMP UNIT	EACH	25,937.00
355	5 TON ROOF MOUNT HEAT PUMP UNIT	EACH	27,064.00
356	4 TON ROOF MOUNT GAS PACK UNIT	EACH	27,064.00
357	5 TON ROOF MOUNT GAS PACK UNIT	EACH	28,192.00
358	4 TON INTERIOR HEAT PUMP UNIT	EACH	17,480.00
359	5 TON INTERIOR HEAT PUMP UNIT	EACH	18,606.00
360	4 TON "QUIET CLIMATE I" WALL MOUNT HEAT PUMP	EACH	10,714.00
361	5 TON "QUIET CLIMATE I" WALL MOUNT HEAT PUMP	EACH	11,841.00
362	4 TON "QUIET CLIMATE II" WALL MOUNT HEAT PUMP	EACH	12,969.00
363	5 TON "QUIET CLIMATE II" WALL MOUNT HEAT PUMP	EACH	14,097.00
364	WAG 40 GAS HVAC UNIT IN LIEU OF 3.5 TON WALL MOUNT HEAT PUMP	EACH	6,541.00
365	UPGRADE TO QTEC 4T PACKAGED HEAT PUMP	EACH	15,788.00
366	UPGRADE TO QTEC 5T PACKAGED HEAT PUMP	EACH	18,043.00
367	UPGRADE TO ITEC 4T INDOOR HEAT PUMP	EACH	24,809.00
368	UPGRADE TO ITEC 5T INDOOR HEAT PUMP	EACH	30,448.00
369	SPLIT SYSTEM 3 TON HEAT PUMP WITH CLOSET MOUNTED AIR HANDLER (NIC: CLOSET AND CONNECTIONS TO CONDENSING UNIT)	EACH	37,214.00
370	SPLIT SYSTEM 4 TON HEAT PUMP WITH CLOSET MOUNTED AIR HANDLER (NIC: CLOSET AND CONNECTIONS TO CONDENSING UNIT)	EACH	41,724.00
371	SPLIT SYSTEM 5 TON HEAT PUMP WITH CLOSET MOUNTED AIR HANDLER (NIC: CLOSET AND CONNECTIONS TO CONDENSING UNIT)	EACH	47,363.00
372	PER UNIT 3 PHASE UPGRADE	EACH	1,467.00
373	PER UNIT BARD UPGRADE (WALL MOUNT)	EACH	1,692.00
374	12 SEER UPGRADE	PER HVAC UNIT	5,074.00
375	AIR PURIFIER	EACH	5,074.00
376	SUPPLY AIR REGISTER AND 10' OF FLEX DUCT	EACH	226.00
377	RETURN AIR REGISTER AND 10' OF FLEX DUCT	EACH	226.00
378	ADD FLEX DUCTING BY LINEAR FOOT	LINEAR FOOT	40.00

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379	HARD GALVANIZED DUCTING UPGRADE	LINEAR FOOT	169.00
380	SMOKE / FIRE DAMPERS	EACH	3,722.00
381	BAROMETRIC RELIEF DAMPER	EACH	891.00
382	HVAC RETURN AIR PLENUM CHASE WALL	LINEAR FOOT	282.00
383	CEILING MOUNT FAN (100 CFM) WITH DUCT	EACH	846.00
384	KITCHEN EXHAUST FAN COOK VCR-XP-180 2050 CFM (OR EQUAL)	EACH	15,788.00
385	KITCHEN SUPPLY FAN, COOK 120KSP-B 220 CFM (OR EQUAL)	EACH	16,351.00
386	EXHAUST FAN COOK ACEB 70C2B (OR EQUAL)	EACH	21,989.00
387	INSECT CONTROL FAN - 3' (WITH POWER CIRCUIT)	EACH	6,090.00
388	SAFETY RAILS FOR HVAC	LINEAR FOOT	1,241.00
389	MAKE-UP AIR	PER HVAC UNIT	4,963.00
390	VENTILATION HOOD	EACH	2,368.00
391	ECONOMIZER FOR WALL HUNG HVAC UNIT	PER HVAC UNIT	5,074.00
392	HVAC ISOLATION CURB (EXTERIOR) FOR NOISE REDUCTION	PER HVAC UNIT	3,158.00
	PLUMBING		
393	INTERIOR UNISEX TOILET ROOM	EACH	10,601.00
394	INTERIOR PRIMARY UNISEX TOILET	EACH	11,164.00
395	INSTANT FLOW ELECTRIC TANK LESS WATER HEATER	EACH	733.00
396	6 GAL ELECT WATER HEATER	EACH	1,917.00
397	10 GAL ELECT WATER HEATER	EACH	1,804.00
398	30 GAL ELECT WATER HEATER	EACH	2,820.00
399	GAS PIPING	LINEAR FOOT	48.00
400	GAS TURRETS	EACH	947.00
401	CAST IRON DRAIN LINES	LINEAR FOOT	70.00
402	ACID RESISTANT WASTE PIPING	LINEAR FOOT	108.00
403	FLOOR DRAINS	EACH	1,128.00
404	HOSE BIB (RECESSED WITH LOCKING COVER)	EACH	789.00
405	PLUMB WALL FOR FIXTURE WITH SUPPLY LINE(S) AND DRAIN LINES	EACH	789.00
406	DRINKING FOUNTAIN DUAL WALL MOUNTED INTERIOR	EACH	3,609.00
407	DRINKING FOUNTAIN DUAL WALL MOUNTED EXTERIOR	EACH	6,203.00
408	LAVATORY WALL HUNG VITREOUS CHINA 19" X 17" WITH CARRIERS	EACH	1,043.00
409	TOILET WALL HUNG VITREOUS CHINA FLUSH VALVE ADA / STANDARD	EACH	1,522.00
410	FLUSH VALVE TOILET OR URINAL	EACH	1,241.00
411	CLASSROOM SINK	EACH	1,692.00
412	BUBBLER FOR SINK	EACH	384.00
413	SINGLE BOWL STAINLESS STEEL SINK WITH SINGLE LEVER FAUCET	EACH	2,368.00
414	DOUBLE BOWL STAINLESS STEEL SINK WITH SINGLE LEVER FAUCET	EACH	2,594.00
415	THREE BOWL 55 COMM. SINK W/ DRAIN BOARDS AND FAUCET	EACH	8,345.00
416	MOP SINK FIBERGLASS W/ LEGS & SWING FAUCET	EACH	1,635.00
417	MOP SINK FLOOR MOUNTED WITH WALL FAUCET	EACH	1,804.00
418	36" X 36" FIBERGLASS SHOWER UNIT WITH FLOOR UNIT	EACH	4,737.00
419	FIBERGLASS ADA SHOWER STALL WITH ADA LIP AND SEAT	EACH	5,807.00
420	IN SINK GARBAGE DISPOSAL	EACH	947.00
421	EMERGENCY EYE WASH	EACH	8,909.00
422	FIXTURE HOLES THROUGH CONCRETE FLOOR	EACH	237.00
423	ADULT HANDICAP WATER CLOSET (INCLUDES GRAB BAR) STANDARD	EACH	1,072.00
424	ROUGH-IN GAS LINE	LINEAR FOOT	1,015.00
425	URINAL WALL MOUNTED	EACH	1,382.00
426	ROUGH-IN FOR FUTURE FUME HOOD (APPLIANCE, INSTALLATION AND HARDWARE BY OTHERS)	EACH	1,861.00
427	ROUGH-IN FOR FUTURE VENT (APPLIANCE, INSTALLATION AND HARDWARE BY OTHERS)	EACH	734.00
428	ACID WASTE PIPING (UTILITY CONNECTION, TANK AND ACCESSORIES NIC)	EACH FITTING	756.00
429	UPGRADE CHEM-SURF RESISTANT SINGLE BOWL SINK	EACH	2,030.00
430	WATER CLOSET, FLOOR MOUNT, TANK TYPE	EACH	1,241.00
431	WATER CLOSET, FLOOR MOUNT, FLUSH VALVE	EACH	2,368.00
432	WATER CLOSET, WALL HUNG, FLUSH VALVE	EACH	2,368.25

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433	WATER CLOSET, CHILD 10" HEIGHT, FLOOR MOUNTED, FLUSH VALVE	EACH	2,481.00
434	WATER CLOSET, CHILD 10" HEIGHT, FLOOR MOUNTED, TANK TYPE	EACH	1,692.00
435	URINAL WATERLESS	EACH	2,594.00
436	RECESSED ICE MAKER BOX	EACH	902.00
437	COPPER PIPE, TYPE "L" ROUGH IN AND FIXTURE FITTING	EACH	947.00
438	UPGRADE TO ELECTRONIC SENSOR FLUSH VALVE TOILET OR URINAL	EACH	982.00
439	UPGRADE TO ELECTRONIC SENSOR FAUCETS	EACH	789.00
440	ADD FOR POINT OF CONNECTIONS	EACH	1,015.00
441	PLUMBING MANIFOLD	PER FIXTURE	113.00
TOILET PARTITIONS AND ACCESSORIES			
442	STEEL ADA PRIVACY PARTITIONS WITH ENAMEL FINISH	EACH	2,481.00
443	STEEL STANDARD PRIVACY STALL WITH ENAMEL FINISH	EACH	2,481.00
444	STEEL PRIVACY SCREEN 54 X 58 WITH ENAMEL FINISH	EACH	846.00
445	STEEL URINAL SCREEN 24 X 42 WITH ENAMEL FINISH	EACH	846.00
446	UPGRADE SOLID PLASTIC PARTITIONS NON-ADA COMPARTMENT	EACH	789.00
447	UPGRADE SOLID PLASTIC PARTITIONS ADA COMPARTMENT	EACH	789.00
448	UPGRADE SOLID PLASTIC PARTITIONS URINAL SCREEN	EACH	339.00
449	FULL-HEIGHT PARTITIONS UPGRADE	EACH	2,707.00
450	GRAB BARS	EACH	226.00
451	LIQUID SOAP DISPENSER, SURFACE MOUNTED	EACH	214.00
452	TOILET PAPER DISPENSER, SURFACE MOUNTED, SINGLE ROLL	EACH	959.00
453	TOILET PAPER DISPENSER, SURFACE MOUNTED, MULTI-ROLL	EACH	1,692.00
454	TOILET PAPER DISPENSER, SEMI-RECESSED, MULTI-ROLL	EACH	2,030.00
455	PAPER TOWEL DISPENSER, SURFACE MOUNTED	EACH	565.00
456	PAPER TOWEL DISPENSER, RECESSED (FOLDED TOWELS)	EACH	846.00
457	PAPER TOWEL AND WASTE DISPENSER, RECESSED (4" WALL)	EACH	2,030.00
458	ELECTRIC HAND DRYER (WITH POWER CIRCUIT)	EACH	2,143.00
459	WASTE RECEPTACLE, SURFACE MOUNTED	EACH	1,015.00
460	SANITARY NAPKIN RECPTACLE, SURFACE MOUNTED	EACH	565.00
461	DIAPER CHANGING STATION, SURFACE MOUNTED	EACH	2,087.00
462	MOP AND BROOM HOLDER	EACH	508.00
CABINETRY			
463	PLUMBED SINK AND CABINET W/BUBBLER & FAUCET	EACH	3,947.00
464	BASE CABINET L36 X H36 X D24	EACH	1,128.00
465	BASE CABINET L48 X H36 X D24 (NO DOORS)	EACH	1,467.00
466	DRAWER BASE CAN L36 X H36 X D24	EACH	1,579.00
467	DRAWER BASE CAN L24 X H36 X D24	EACH	1,241.00
468	WALL HUNG CAB L30 X H30 X D12	EACH	789.00
469	OPEN UPPER CABINET L30 X H30 X D12	EACH	846.00
470	UPPER CABINET WITH DOORS L36 X H84 X D24	EACH	891.00
471	OPEN TALL STORAGE CABINET L36 X H84 X D24	EACH	1,241.00
472	LOCKABLE TALL STORAGE CABINET L36 X H84 X D24	EACH	1,579.00
473	TALL STORAGE WITH DOORS L36X H84 X D24	EACH	1,579.00
474	TALL TEACHER CABINET L48 X H84 X D24	EACH	1,804.00
475	16' TEACHING WALL	EACH	11,616.00
476	20' TEACHING WALL	EACH	16,915.00
477	ADD FOR WIC CERTIFICATION	EACH	565.00
478	BENCHES	EACH	846.00
479	LOCKERS	EACH	2,030.00
480	KITCHEN	EACH	22,441.00
481	WARDROBE RACK L60 WITH 15 HOOKS (INTERIOR)	EACH	1,184.00
482	WARDROBE RACK L60 WITH 15 HOOKS (EXTERIOR)	EACH	1,184.00
483	CUBBY STORAGE L48 X H66 X D12 (48 CUBICLES)	EACH	2,143.00
484	LOW BOOK SHELVES L36 X H42 X D9	EACH	1,015.00
485	HIGH PRESSURE LAMINATE COUNTER TOP	LINEAR FOOT	113.00
486	EPOXY COUNTER TOP	LINEAR FOOT	282.00
487	CABINET BLOCKING UPPER	LINEAR FOOT	31.00
488	CABINET BLOCKING LOWER	LINEAR FOOT	31.00

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489	DRAWERS IN LIEU OF SHELVING AND DOORS	LINEAR FOOT	96.00
490	PLASTIC LAMINATED COUNTER TOP ONLY WITH BACKSPLASH	LINEAR FOOT	100.00
491	UPGRADE TO CHEM-SURFACE RESISTANT COUNTER TOP WITH BACKSPLASH	LINEAR FOOT	157.00
492	CASEWORK NOT INCLUDED HEREIN	LINEAR FOOT	Cost + 26.7%
FIRE PROTECTION			
493	FIRE EXTINGUISHER WITH MOUNTING BRACKET	EACH	282.00
494	FIRE EXTINGUISHER IN RECESSED STEEL CABINET	EACH	733.00
495	FIRE EXTINGUISHER IN SEMI-RECESSED STEEL CABINET	EACH	621.00
496	FIRE SPRINKLER IN OPEN BUILDING (FLOW TEST, INSPECTION NIC)	SQUARE FOOT	51.00
497	FIRE SPRINKLER RISER	EACH	3,947.00
BUILDING AND INSTALLATION MISCELLANEOUS			
498	ONE HOUR RATED SEISMIC CLOSURE	SQUARE FOOT	282.00
499	PERIMETER SKIRTING	LINEAR FOOT	28.00
500	FIRE RATED PERIMETER SKIRTING	LINEAR FOOT	124.00
501	PLUMBING SUPPLY LINE CHLORINATION	PER FIXTURE	565.00
502	CONDENSATION DRAIN LINE	EACH	733.00
503	SPLASH BLOCK	EACH	226.00
504	EXPANDED METAL VENTS	SQUARE FOOT	23.00
SCIENCE LAB OPTIONS			
505	SCIENCE WORK STATION / ISLAND	EACH	8,457.00
506	SCIENCE ROOM SINK (NIC: ACID RESISTANT PLUMBING)	EACH	3,609.00
507	SCIENCE ROOM DRY SERVICE VALVE FOR GAS (NIC: GAS CONNECTION)	EACH	1,004.00
508	LAB FAUCET	EACH	2,087.00
509	ACID DILUTER (UNDER SINK, SINGLE STATION)	EACH	789.00
510	SINGLE-HOLE TOP-MOUNTED SINK FOR SINGLE HOLE FAUCET, STAINLESS STEEL, ACID RESISTANT ENAMEL FINISH	LINEAR FOOT	3,552.00
511	EPOXY TOP, BLACK COUNTER TOP	LINEAR FOOT	508.00
512	STANDARD 48" FUME HOOD	EACH	32,138.00
513	LABORATORY 48" FUME HOOD (ISOLATER SERIES WITH A TOP AND BOTTOM AIROFOIL AND AERODYNAMICALLY SHAPED FASCIA POSTS TO MINIMIZE TURBULENCE)	EACH	43,980.00
CEMENT BASED OR STUCCO EXTERIOR FINISHES			
514	CEMENT BOARD SIDING OVER 1/2" SHEATHING (4' X 8") (HARDIE PANEL, OR EQUALIVENT) - EXCLUDES REMOVAL OF EXISTING SIDING	SQUARE FOOT	9.75
515	REMOVAL OF EXISTING EXTERIOR SIDING	SQUARE FOOT	5.75
516	EXTERIOR PLASTER STUCCO, 3 COAT SYSTEM	SQUARE FOOT	21.50
517	ADD STUCCO DIAMOND WALL	SQUARE FOOT	1.50
518	STUCCO ACRYLIC	SQUARE FOOT	22.75
MISCELLANEOUS EXTERIOR FINISHES			
519	1/2" CDX PLYWOOD (FOR USE UNDER EXTERIOR CEMENTITIOUS PRODUCTS)	SQUARE FOOT	3.50
520	PAINT EXTERIOR OFF SITE (STANDARD PAINT)	SQUARE FOOT	5.25
521	ON-SITE PAINTING (STANDARD PAINT)	SQUARE FOOT	10.75
522	PAINT EXTERIOR OFF SITE (CUSTOM COLOR)	SQUARE FOOT	8.75
523	ON-SITE PAINTING (CUSTOM COLOR)	SQUARE FOOT	15.00
524	UPGRADE PAINT TO DUNN EDWARDS	SQUARE FOOT	3.50
525	METAL ROOF AND WALL CLOSURE BETWEEN BUILDINGS, UP TO 6"	LINEAR FOOT	11.50
526	FIXED WOOD CLOSURE PANEL BETWEEN BUILDINGS, UP TO 2'	EACH	507.50
527	OPERABLE WOOD CLOSURE PANEL BETWEEN BUILDINGS, UP TO 2'	EACH	733.00
RAMPS AND LANDING PURCHASE			
528	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS ATTACHED TO BUILDING - METAL	EACH	3,496.00
529	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS OFFSET FROM BUILDING - METAL	EACH	4,172.00
530	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS ATTACHED TO BUILDING - ALUMINUM	EACH	6,541.00
531	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS OFFSET FROM BUILDING - ALUMINUM	EACH	7,218.00
532	34 X 6.6 LANDING W/ 5 X 7 LANDING W/ 4 X 14 RAMP W/ HAND RAIL - METAL	LINEAR FOOT	8,457.00

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533	RAMP EXTENSION W/ HAND RAILS ATTACHED TO BUILDING - METAL	LINEAR FOOT	1,467.00
534	RAMP EXTENSION W/ HAND RAILS OFFSET FROM BUILDING - METAL	LINEAR FOOT	2,820.00
535	RAMP EXTENSION W/ HAND RAILS ATTACHED TO BUILDING - ALUMINUM	LINEAR FOOT	2,820.00
536	RAMP EXTENSION W/ HAND RAILS OFFSET FROM BUILDING - ALUMINUM	LINEAR FOOT	3,948.00
537	ADD A STEEL 3 STEP RISER W/ HAND RAILS - METAL	EACH	1,692.00
538	ADD A STEEL 3 STEP RISER W/ HAND RAILS - ALUMINUM	EACH	3,158.00
539	SWITCH BACK EXTENSION TO STANDARD METAL RAMP & LANDING - METAL	EACH	4,285.00
540	SWITCH BACK EXTENSION TO STANDARD METAL RAMP & LANDING - ALUMINUM	EACH	7,218.00
541	UPGRADE RAMP MATERIALS TO DIAMOND PLATE	SQUARE FOOT	78.50
542	CONCRETE 4 X 11 RAMP AND 5 X 7 LANDING W/ HAND RAIL	EACH	10,713.00
543	EXTEND CONCRETE RAMP OR LANDING W/ HAND RAIL	LINEAR FOOT	452.00
RAMPS AND LANDINGS ANNUAL LEASE			
544	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS ATTACHED TO BUILDING - METAL	PER YEAR	1,692.00
545	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS OFFSET FROM BUILDING - METAL	PER YEAR	2,030.00
546	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS ATTACHED TO BUILDING - ALUMINUM	PER YEAR	2,820.00
547	5 X 7 LANDING W/ 4 X 11 RAMP W/ HAND RAILS OFFSET FROM BUILDING - ALUMINUM	PER YEAR	3,270.00
548	34 X 6.6 LANDING W/ 5 X 7 LANDING W/ 4 X 14 RAMP W/ HAND RAIL - METAL	PER YEAR	5,075.00
549	RAMP EXTENSION W/ HAND RAILS ATTACHED TO BUILDING - METAL	PER YEAR	565.00
550	RAMP EXTENSION W/ HAND RAILS OFFSET FROM BUILDING - METAL	PER YEAR	789.00
551	RAMP EXTENSION W/ HAND RAILS ATTACHED TO BUILDING - ALUMINUM	PER YEAR	1,354.00
552	RAMP EXTENSION W/ HAND RAILS OFFSET FROM BUILDING - ALUMINUM	PER YEAR	2,030.00
553	ADD A STEEL 3 STEP RISER W/ HAND RAILS - METAL	PER YEAR	789.00
554	ADD A STEEL 3 STEP RISER W/ HAND RAILS - ALUMINUM	PER YEAR	1,692.00
555	SWITCH BACK EXTENSION TO STANDARD METAL RAMP & LANDING - METAL	PER YEAR	1,692.00
556	SWITCH BACK EXTENSION TO STANDARD METAL RAMP & LANDING - ALUMINUM	PER YEAR	2,030.00
MISCELLANEOUS TWO STORY - PURCHASE			
557	OMITTED - VIA ADDENDUM #1		
558	OMITTED - VIA ADDENDUM #1		
559	OMITTED - VIA ADDENDUM #1		
560	OMITTED - VIA ADDENDUM #1		
MISCELLANEOUS TWO STORY ANNUAL LEASE			
561	OMITTED - VIA ADDENDUM #1		
562	OMITTED - VIA ADDENDUM #1		
563	OMITTED - VIA ADDENDUM #1		
564	OMITTED - VIA ADDENDUM #1		
MISCELLANEOUS			
565	LIGHT WEIGHT CONCRETE WATER PROOF COATING	SQUARE FOOT	8.00
566	CONCRETE BOOM PUMP	EACH	9,585.00
567	CONCRETE ACCESS / VENT WELL	EACH	3,948.00
568	RODENT SLAB	SQUARE FOOT	7.50
569	VAPOR BARRIER	SQUARE FOOT	5.75
570	FLATWORK 4" THICK REINFORCED CONCRETE (200 SQUARE FOOT MINIMUM)	SQUARE FOOT	13.75
571	SURVEY (MINIMUM 4 HOURS)	PER HOUR	497.00
572	EXCAVATION FOR FOUNDATION	CUBIC YARD	621.00
573	SPOIL REMOVAL - GENERAL 40-YARD CONTAINER	CUBIC YARD	36.00
574	SPOIL REMOVAL / SITE DEBRIS / RECORDED	CUBIC YARD	59.00
575	DRYWELL FOR CONDENSATION LINES	EACH	902.00
576	EQUIPMENT RENTAL SMALL (8 HOUR MINIMUM)	HOUR	789.00
577	EQUIPMENT RENTAL MEDIUM (8 HOUR MINIMUM)	HOUR	902.00
578	EQUIPMENT RENTAL LARGE (8 HOUR MINIMUM)	HOUR	959.00
579	FORKLIFT AT JOB SITE (PER DAY)	PER DAY	733.00
580	DUMPSTER (40FT ROLL OFF) PER ROLL OFF/LOAD	PER LOAD	1,577.00
581	TEMP TOILET PER MONTH	EACH MO	339.00
582	DAILY CREW PER DIEM OUTSIDE 100 MILES	PER DAY	1,049.00

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

583	UNION RATE - PREVAILING WAGE LABOR PER HOUR (MINIMUM 4 HOURS)	PER HOUR	226.00
584	STANDARD - PREVAILING WAGE LABOR PER HOUR (MINIMUM 4 HOURS)	PER HOUR	198.00
585	CONTRACT AND PROJECT SUPERVISION	PER HOUR	158.00
586	ENGINEERING & DESIGN	PER HOUR	237.00
587	PERFORMANCE AND PAYMENT BONDS (% OF P.O. TOTAL)	PERCENT	3.0%
588	COURSE OF CONSTRUCTION / BUILDERS RISK MISC. INS. (% ABOVE COST)	PERCENT	11.3%
589	UNFORESEEN ITEMS NOT ITEMIZED (% ABOVE COST)	PERCENT	16.9%
590	DSA MEETING / TRIP COST	FEE	1,354.00
591	CALC FEES (STRUCTURAL, FIRE SPRINKLERS, HVAC, ETC.)	EACH	789.00
592	EXCESS LABOR DUE TO UNFORSEEN SITE CONDITIONS	PER DAY	1,015.00
593	GENERAL CLEANING	PER DAY	902.00
	DELIVERY SERVICE CAL TRANS APPROVED ROUTES RATES FOR UP TO 40' MODULE (ALSO FOR RETURN DELIVERY SERVICE)		
594	0-30	EACH	846.00
595	31-40	EACH	846.00
596	41-50	EACH	902.00
597	51-60	EACH	902.00
598	61-70	EACH	959.00
599	71-80	EACH	2,030.00
600	81-90	EACH	2,256.00
601	91-100	EACH	2,481.00
602	101-115	EACH	2,707.00
603	116-130	EACH	2,932.00
604	131-145	EACH	3,158.00
605	146-160	EACH	3,383.00
606	161-180	EACH	3,609.00
607	181-200	EACH	3,835.00
608	201-225	EACH	4,059.00
609	226-250	EACH	4,285.00
610	251-275	EACH	4,285.00
611	276-300	EACH	4,511.00
612	301-325	EACH	4,624.00
613	326-350	EACH	4,737.00
614	351-375	EACH	4,850.00
615	376-400	EACH	4,962.00
616	401-425	EACH	5,074.00
617	426-450	EACH	5,187.00
618	451-475	EACH	5,300.00
619	476-500	EACH	5,413.00
620	501-525	EACH	5,526.00
621	526-550	EACH	5,639.00
622	551-755	EACH	5,751.00
623	576-600	EACH	5,865.00
624	601-625	EACH	5,977.00
625	626-650	EACH	6,090.00
626	651-675	EACH	6,202.00
627	676-700	EACH	63,515.00
628	701-725	EACH	6,428.00
629	726-750	EACH	6,541.00
630	751-775	EACH	6,653.00
631	776-800	EACH	6,766.00
632	801-825	EACH	6,992.00
633	ADD FOR 60' MODULE / OVERSIZE 12'+	EACH	2,256.00
634	PILOT CAR PER MODULE UP TO 50 MILES	EACH	339.00
635	POLE CAR PER MODULE UP TO 50 MILES	EACH	508.00
636	CABLE TRAILER UPGRADE	EACH	2,256.00
637	PERMITS AND FEES	EACH	564.00
	RELOCATION INSTALLATION SERVICES		

BID FORM-2: ATTACHMENT B - ADDENDUM #1

2021 DISTRICT-WIDE CONTRACT FOR THE PURCHASE, RELOCATION, DISMANTLING AND REMOVAL OF DIVISION OF THE STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS, SSPU #40-04/2020-21

638	12 X 40 BUILDING RELOCATION	EACH	13,871.00
639	24 X 40 BUILDING RELOCATION	EACH	14,886.00
640	ADDITIONAL 12 X 40 MODULE RELOCATION	EACH	8,457.00
641	30 X 32 BUILDING RELOCATION	EACH	16,915.00
642	ADDITIONAL 10 X 32 MODULE RELOCATION	EACH	8,457.00
643	24 X 60 BUILDING RELOCATION	EACH	17,479.00
644	ADDITIONAL 12 X 60 MODULE RELOCATION	EACH	9,585.00
645	SIDE LOADS SERVICE AT SITE PER MODULE	EACH	565.00
646	REVERSE LOADS SERVICE AT SITE PER MODULE	EACH	565.00
647	MODULE ROLLING SERVICE AT SITE PER MODULE	EACH	621.00
648	MODULE SHUTTLE SERVICE AT SITE PER MODULE	EACH	508.00
649	CRANING AND RIGGING (4 HOUR MINIMUM) PER HOUR	EACH	1,579.00

FAITHFUL PERFORMANCE BOND – Bond # _____

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Savanna School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21.

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for \$ _____ which equals one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract for each and every purchase order over the amount of twenty-five thousand dollars (\$25,000.00) when the cost of the bond is specifically included in the scope and cost of the project on the line item included on the Bid Form-2 Quotation, executed against this unit price agreement, awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

(Mailing Address, Telephone
No. and Email of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

Surety

By: _____
Signature

Print Name and Title

Contact Data for Local Agent:

Name

Street Address

City

Zip Code

Telephone No.

Email

PAYMENT BOND # _____

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Savanna School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21.

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for \$ _____ which equals one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract for each and every purchase order over the amount of twenty-five thousand dollars (\$25,000.00) when the cost of the bond is specifically included in the scope and cost of the project on the line item included on the Bid Form-2 Quotation, executed against this unit price agreement awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or

work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or representative in California, if different from above)

(Telephone of Surety or agent or representative in California)

(Email for Surety or agent or representative in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this ____ day of _____, 20__.

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone and Email of Surety)

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at § 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK (AB 1610, 1612 and 2102)

To the Governing Board of Savanna School District:

I, _____, of _____,
[Name of Contractor, or Subcontractor] [Name of Company]

certify that:

1. I have carefully read and understand the Notice of Contractors Regarding Criminal Records Checks (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

2. Due to the nature of the work I will be performing on the 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21 for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7, and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____.
[city] [date]

[Signature]

[Typed or printed name]

[Title]

[Address & Telephone #]

[Email]

CERTIFICATION BY SUB-CONTRACTOR
CRIMINAL RECORDS CHECK (AB 1610, 1612 and 2102)

To the Governing Board of Savanna School District:

I, _____, of _____,
[Name of Contractor, or Subcontractor] [Name of Company]
certify that:

1. I have carefully read and understand the Notice of Contractors Regarding Criminal Records Checks (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work I will be performing on the 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project SSPU, #40-04/2020-21 for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7, and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____.
[city] [date]

[Signature]

[Typed or printed name]

[Title]

[Address & Telephone #]

[Email]

Note: This Document must be submitted for all listed sub-contractors for each project initiated under this Master Agreement.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS
(EDUCATION CODE SECTION 45125.1)

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c), or a serious felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The contractor shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

Penal Code section 667.5(c) lists the following violent felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following serious felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

GUARANTEE

Guarantee for _____(Company). We hereby guarantee that the _____(Scope), which we have installed in the _____ project, done under the 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

**CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Bid No.: SSPU, #40-04/2020-21

Project: 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of
Division of the State (DSA) Approved Portable Buildings

Contractor: _____

Per Article 69 of the General Conditions, The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
- (b) The Contractor is aware and acknowledges that, for purposes of this certification:
 - i. Asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and
 - ii. An asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
- (c) The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
- (d) The Contractor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.
- (e) The Contractor acknowledges and agrees that:
 - i. Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;
 - ii. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and
 - iii. The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

TOBACCO-FREE WORKPLACE CERTIFICATION

Bid No.: SSPU, #40-04/2020-21

Project: 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
- (b) In accordance with the Information for Bidders, the Contractor and all sub-contractors shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Savanna School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Date

LEAD-CONTAINING MATERIALS NOTICE AND CERTIFICATION

Bid No.: SSPU, #40-04/2020-21

Project: 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings

NOTICE TO CONTRACTOR:

In accordance with the Information for Bidders and the Lead Safe Schools Protection Act; California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solders, and other materials that may constitute a potential source of lead contamination.

In the event the Contractor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Notice and Certification, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses and other liabilities arising therefrom.

CERTIFICATION BY CONTRACTOR:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;
- (b) The Contractor is aware and acknowledges that, in circumstances described in this Lead-Containing Materials Notice and Certification, lead-based paint and/or other lead-containing materials may be located on the Project Site;
- (c) The Contractor understands its obligation to comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials; and
- (d) In connection with the performance of the Work, the Contractor shall comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials, as well as the other requirements of this Lead-Containing Materials Notice and Certification.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) CERTIFICATION

In accordance with Education Code Section 17076.11, the Savannah School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Note that this form may be used for this initial statement by filling out the statement below. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

At the time of contract execution, the anticipated DVBE participation in the 2021 District-wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, SSPU, #40-04/2020-21 is _____% or \$_____.

Signature	Typed or Printed Name
Title	Company
Address	City, State, Zip
Telephone	
E-mail	

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into, as of _____, 20____, by and between Savanna School District, whose address 1330 S. Knott Ave, Anaheim, CA 92804, hereinafter called "DISTRICT;" _____, whose address is _____, hereinafter called "Contractor;" and, _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for: 2021 District-Wide Contract for the Purchase, Lease, Relocate, Dismantling, and Removal of Division of the State (DSA) Approved Portable Buildings, Project No. SSPU, #40-04/2020-21 in the amount of _____,

dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of: SAVANNA SCHOOL DISTRICT: On behalf of Contractor:

Title

Title

Name

Name

Address

Address

Email

Email

Telephone

Telephone

On behalf of Escrow Agent:

Title

Name

Address

Email

Telephone

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

SAVANNA SCHOOL DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

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GENERAL CONDITIONS

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in plans, specifications, drawings, and/or Project Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents prior to the bid deadline.
- (c) Approval means written authorization by ARCHITECT, DISTRICT, or PROJECT MANAGER.
- (d) Agreement includes collectively all Project Documents.
- (e) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form-1, Bid Form-2 and all attachments, Bid Security, Designation of Subcontractor form, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Request for Substitution at Time of Bid, Iran Contracting Act Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order forms, Contractors Request for Inspection, Request for Information (RFI) Form, Shop Drawing Transmittals form, Disabled Veterans Business Enterprise (DVBE) Certification, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free Work Place Certification, Lead-Containing Materials Notice and Certification, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.
- (g) DISTRICT is the Governing Board or its duly authorized representative.
- (h) Locality in which the work is performed means the county and city in which the work is done.
- (i) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR. A project shall be each individual purchase order initiated under this Master Agreement.
- (j) Provide shall include "provide complete in place," that is, "furnish and install."
- (k) Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.
- (l) Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- (m) Subcontractor, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.

- (n) Surety is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.
- (o) Work of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.
- (p) Workers includes laborer, worker, or mechanic.

ARTICLE 2. STATUS OF CONTRACTOR

- (a) CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.
- (b) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.
- (c) Pursuant to Labor Code Section 1725.5; Contractors and all sub-contractors are required to be registered with the Department of Industrial Relations (DIR) and participate in their Labor Compliance Monitoring Program.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Project Documents.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

- (a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.
- (b) CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Project Documents. CONTRACTOR shall carefully study and compare all

plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

(d) Omissions from the plans, drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

(e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Project Documents.

ARTICLE 5. SUBCONTRACTORS

(a) CONTRACTOR agrees to bind every subcontractor by terms of the Project Documents as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the contract documents be construed to be for the benefit of any subcontractor.

(b) DISTRICT's consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.

(c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.

(d) In accordance with Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Section 7058 of the Public Contract Code), all

of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et seq.

(e) A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

(f) Pursuant to Labor Code Section 1725.5, all sub-contractors shall be registered with the Department of Industrial Relations (DIR) and participate in their Labor Compliance Monitoring program.

ARTICLE 6. PROHIBITED INTERESTS

No official of the DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article 6.

ARTICLE 7. DISTRICT'S INSPECTOR

(a) One or more Inspector(s), including special inspectors or in-plant inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.

(b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work, and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense, and there will be no delay damages incurred by DISTRICT for such work.

(c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

(d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other projects and may not therefore be available on site during the entire work day. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

ARTICLE 8. ARCHITECT'S STATUS

(a) The ARCHITECT shall be the DISTRICT's representative during on-site construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents.

(b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR's faithful performance.

(c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.

(d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.

(e) General supervision and direction of the on-site work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions

Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CONTRACTOR, for itself and all subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

(a) DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.

(b) If any part of CONTRACTOR's work depends for proper execution or results upon work of any other contractor, the CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other contractor's work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of CONTRACTOR's work.

(c) To ensure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Project Documents.

(d) CONTRACTOR shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.

(e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

(f) DISTRICT shall not be responsible for any damages suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on Project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.

(1) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(2) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

(b) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the

CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(c) Termination for Convenience. The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination. After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- (1) Stop Work as specified in the Notice of Termination.
- (2) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- (3) Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- (4) Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
- (5) Place no further subcontracts or orders, except as necessary to complete the continued portion of the project.
- (6) Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(d) Termination of the Contract for convenience shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

(e) In the event that the District exercises its right to terminate this Contract for the District's convenience, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Contract Documents the following amounts:

- (1) All actual costs incurred according to the provisions of the Contract Documents including but not limited to insurance costs incurred in connection with the Project.
- (2) A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the project been

completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed the original contract cost.

(3) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Section 57.

(f) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 14. BONDS

When specifically included in the scope and cost of a line item quotation for a project, , CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonding shall be considered for all purchase orders issued against the Master Agreement in the amount of \$25,000.00. Bonds shall be in the form set forth in these Project Documents.

ARTICLE 15. SUBSTITUTION OF SECURITIES

(a) Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

(1) CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

(2) All expenses relating to the substitution of securities under said Section 22300 and under this Article 15, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

(3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

(4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.

(b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement . Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately, and at CONTRACTOR's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

(c) In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to make payment of earned retention funds directly to the escrow agent. Also at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300.

(d) If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding, this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

ARTICLE 16. INSURANCE: The Contractor shall purchase and maintain, during the performance of all work under this Contract insurance in amounts as specified below:

(a) Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(2) Commercial General Liability Insurance must include coverage for the following:

- (i) Bodily Injury and Property Damage
- (ii) Personal Injury/Advertising Injury
- (iii) Premises/Operations Liability
- (iv) Products/Completed Operations Liability
- (v) Aggregate Limits that Apply per Project
- (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
- (vii) Contractual Liability with respect to this Contract
- (viii) Broad Form Property Damage
- (ix) Independent Contractors Coverage

(3) All such policies shall name the Savanna School District, the board and each member of the board, its officers, employees, agents (excluding the Architect) and volunteers as Additional Insureds under the policy.

(4) The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.

(b) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage. At all times during the performance of the work under this Contract the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the Savanna School District, including:

(1) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

(2) The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the Savanna School District.

(3) All such policies shall name the Savanna School District, the board and each member of the board, its officers, employees, agents (excluding the Architect) and volunteers as Additional Insureds under the policies.

(c) Workers' Compensation/Employer's Liability: \$1,000,000 per occurrence for employer's liability. Complete and submit the worker's compensation certificate included in the Project Documents upon award of the project. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage for all of his employees engaged in work under this Contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

(1) Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- i. The Voluntary Compensation Endorsement; and
- ii. Broad Form All States Endorsement; and
- iii. The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- iv. Waiver of Subrogation Endorsement.

(2) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the Savanna School District.

(3) Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Contract full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Contract all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

(d) Builder's Risk "All Risk" Insurance: Amount of coverage to be negotiated for each individual purchase order initiated under the Master Agreement. When required by the District, Contractor shall include this cost in the line item bid/quotation and shall maintain builder's risk insurance on an "all risk" value basis upon the entire project which is the subject of the Contract. Coverage shall include completed work as well as work in progress. Such insurance shall include the Savanna School District as Loss Payee.

(1) Such insurance may have a deductible clause but not to exceed five thousand dollars, (\$5,000.00) for all risks.

(2) Such policies shall name the Savanna School District as Additional Insured.

(3) The insurer shall waive all rights of subrogation against the Savanna School District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the Savanna School District.

- (e) Evidence Required: Prior to execution of the Contract the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
- (f) Policy Provisions Required: All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the Savanna School District or any named insureds shall not be called upon to contribute to any loss.
- (g) Qualifying Insurers: All policies required shall be issued by acceptable insurance companies, as determined by the Savanna School District, which satisfy the following minimum requirements:
- (1) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.
- (h) Additional Insurance Provisions:
- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Contract the Contractor fails to maintain in full force any insurance required by the Contract, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor made by the District.
- (3) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- i. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
- ii. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- iii. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- iv. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
- v. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

(i) Sub-Contractor Insurance:

- (1) The Contractor must require in its subcontracts applicable to the Work that each subcontractor obtain and maintain insurance coverage in compliance with all of the preceding requirements, except that: (i) no subcontractor need carry a Builder's All-Risk Policy. The Contractor shall be responsible for ensuring that any and all subcontractors have such insurance in effect and for providing all documentation of the subcontractors' insurance coverage (i.e., copies of insurance policies and Certificates of Insurance) to the District within the time(s) required by this article of the General Conditions. The Contractor shall indemnify, defend and hold-harmless the District, with respect to any and all claims, demands, actions, costs, expenses and other liabilities arising from the failure of any subcontractor to have in effect the insurance required.

ARTICLE 17. DRAWINGS AND SPECIFICATIONS

- (a) Portable building drawings are to be prepared and approved by DSA as part of the Contractor's scope, and included in the line item Bid pricing Scope. Site work and utility plans will be prepared and approved through DSA by the District's Architect, under a separate contract with the District.
- (b) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion
- (c) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the CONTRACTOR performed same (1) without first consulting the ARCHITECT for further instructions regarding said work, or (2) disregarded the ARCHITECT'S instructions regarding said work.
- (d) (c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.
- (e) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale

drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.

- (f) Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- (g) It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.
- (h) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.
- (i) ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by ARCHITECT upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.

ARTICLE 18. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and copies thereof furnished by DISTRICT are DISTRICT'S property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

ARTICLE 19. DETAIL DRAWINGS AND INSTRUCTIONS

- (a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.
- (b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.
- (c) The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents.

(d) Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT within five (5) days of the receipt of same. In case no notice is given to the ARCHITECT within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

(e) All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the work.

(f) If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the ARCHITECT shall make a recommendation: (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. ARCHITECT shall determine such difference in value. The DISTRICT, at its option, may pursue either recommendation made by the ARCHITECT.

ARTICLE 20. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT within fourteen (14) calendar days of the date specified on the Notice to Proceed for each purchase order issued under this Contract three (3) hard copies, and one (1) electronic copy checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents, and return as approved or disapproved with guidance as to required corrections within fourteen (14) calendar days. CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within seven (7) calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

(b) All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications.

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.

(d) Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the ARCHITECT, and to accommodate the rate of construction progress required under the Project Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.

(e) All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.

(f) Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

(g) CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this project.

Signature of CONTRACTOR"

(h) Within fourteen (14) calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

(i) If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.

(j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

(k) No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Project Documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.

(l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

(m) Calculations of a structural nature must be approved by the Division of State Architect.

(n) THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT OF SAID DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED HEREINBEFORE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND FIFTEEN (15) CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

ARTICLE 21. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out of this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified and experienced Civil Engineer/Professionally Licensed Surveyor, as approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer.

ARTICLE 22. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site for a specific project, such report will be available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE NOR ANY INFORMATION CONTAINED IN ANY SOILS REPORT. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

(b) CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR encounters subsurface or latent conditions at the worksite materially different from those shown on drawings or indicated in specifications.

ARTICLE 23. TESTS AND INSPECTIONS

(a) Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.

(b) If the Agreement, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

i. Utilize the Inspection Request Form included in the contract documents, for any tests or inspections needed for on-site work.

ARTICLE 24. TRENCHES

(a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

(b) If this Agreement involves the excavation of any trench or trenches five (5) feet or more in depth, and the Project cost is in excess of \$25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

(c) If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:

(1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

(i) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site different from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(2) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Project Documents.

(3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Project Documents, but shall proceed with all the work to be performed under the Project Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 25. DOCUMENTS ON WORK

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, ARCHITECT's representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

ARTICLE 26. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 27. PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

(a) One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

(b) Request for Substitution. As indicated in the Information for Bidders, the bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) and submit the completed Request Form with the bidder’s bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder’s request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder’s bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder’s requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder’s bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within one (1) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District’s receipt of such evidence by bidder, the District will make its final decision as to whether the bidder’s request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

(c) In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT’s discretion.

(d) In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies’ fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.

(e) Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

ARTICLE 28. SAMPLES

(a) CONTRACTOR shall furnish for approval, within fourteen (14) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and approve or disapprove same within fourteen (14) working days from receipt of same.

(b) Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

(c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 29. PROGRESS SCHEDULE

(a) Within five (5) calendar days after being awarded the contract, CONTRACTOR shall submit a progress schedule for DISTRICT's approval. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.

(b) The scheduling is necessary for the DISTRICT's adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame described in Article 4 of the Agreement. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the DISTRICT.

(c) CONTRACTOR will exchange scheduling information with subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

(d) The CONTRACTOR shall submit to DISTRICT a monthly schedule to reflect the actual sequence of the work which shall be totally separate and apart from the original progress schedule.

(e) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become

infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

(f) CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR's request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving his/her right to obtain any extension of time.

(g) IT IS AGREED THAT THE DISTRICT OWNS THE "FLOAT" ON THIS PROJECT. IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DISRUPTION DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.

(h) CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

ARTICLE 30. MATERIALS AND WORK

(a) Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.

(b) Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

(c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite and inspected and approved by the inspector of record.

(d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

(e) DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

(f) No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of

installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 30, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

(h) The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in the CONTRACTOR until incorporated in the work and accepted by the DISTRICT; no part of said materials and/or equipment shall be removed from its place of onsite/offsite storage except for immediate installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

ARTICLE 31. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.

(b) All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

(d) When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work as required, at no additional cost to DISTRICT.

(e) CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 32. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

(a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.

(b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.

(c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.

ARTICLE 33. SURVEYS

Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, and site work, shall be provided by CONTRACTOR.

ARTICLE 34. EXISTING UTILITY LINES; REMOVAL, RESTORATION

(a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.

(b) This Article 34 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

(c) As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

ARTICLE 35. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

(b) If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

ARTICLE 36. ACCESS TO WORK

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT's representatives may perform their functions.

ARTICLE 37. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

- (1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- (2) For all materials, tools, and other expendable equipment to the extent of ninety percent (95%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
- (3) To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.
- (4) Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

ARTICLE 38. INSPECTOR'S FIELD OFFICE: Not required.

ARTICLE 39. UTILITIES

- (a) For all utilities, including but not limited to electricity, water, and gas, used on work, the CONTRACTOR may use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project. Phone and data services must be provided by the Contractor.

ARTICLE 40. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted. When required, this cost will be included as a line item cost in the unit bid.

ARTICLE 41. CLEANING UP

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades,

planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

ARTICLE 42. PATENTS, ROYALTIES, AND INDEMNITIES

The CONTRACTOR shall hold and save the DISTRICT and its governing board, officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

ARTICLE 43. GUARANTEE

(a) CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) be suitable for the use stated in the specifications.

(b) The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

(c) District shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due diligence and dispatch as required to make the work ready for use by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of DISTRICT's design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT's use of the work.

(d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on demand.

(e) If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve

the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

(g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Project Documents.

(h) CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT.

(j) The DISTRICT may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 44. DUTY TO PROVIDE FIT WORKERS

(a) CONTRACTOR and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.

(b) Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT or ARCHITECT may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT.

ARTICLE 45. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

(a) The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Master Agreement will involve multiple applicable "public works" or "maintenance" projects, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. When determining the bid prices, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

(b) Per Senate Bill 854, beginning June 20, 2014, the cost for prevailing wage enforcement was shifted to contractors and subcontractors who must pay required fees to the Department of Industrial Relations (DIR). Effective July 1, 2014, contractors and subcontractors who wish to bid or work on public works projects were required to register with the Department of Industrial Relations and pay the required annual fee. Contractor must also comply with certain minimum requirements to be properly

registered with the Department of Industrial Relations. Effective January 1, 2015, all projects (including this one) were subject to compliance monitoring and enforcement by the Department of Industrial Relations. Effective March 1, 2015, contractor and subcontractors must prove compliance with these new requirements, including appropriate registration with the Department of Industrial Relations. Effective April 1, 2015, no public works contract shall be awarded to a contractor or subcontractor who has not registered with the Department of Industrial Relations, and no contractor or subcontractor shall perform work on a public works project unless the firm is properly registered with the Department of Industrial Relations.

- (c) The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- (d) As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

ARTICLE 46. HOURS OF WORK

- (a) As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- (b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

- (c) Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty-Five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker

is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

(e) City Ordinance Compliance: The contractor will verify and comply with all City Ordinances regarding noise and work hours. No work shall commence before 7am or continue after 7pm unless expressly permitted by City Ordinance. This includes workers arriving at the work site, and vehicles, or equipment being started, placed, or “warmed up.”

ARTICLE 47. PAYROLL RECORDS

(a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished, at no cost, upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations (DIR). Further, the Contractor will comply with all certified payroll submittal and monitoring processes established as part of the DIR registration program.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

(4) The form of certification shall be as follows:

I, _____ (Name-print), the undersigned, am (position in business) with the authority to act for and on behalf of _____ (Name of business and/or CONTRACTOR), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (description, number of pages) **are in compliance with Labor Code Sections 1771, 1811 and 1815** and are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature:

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by this division.

(d) CONTRACTOR or any subcontractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR or any subcontractor fails to comply within the 10-day period, the CONTRACTOR or subcontractor shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Labor Code Section 1776(g).

(e) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.

(f) Copies of payroll records for the prior pay period shall also be submitted to the District with each application for payment. The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

(g) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 47 and the provisions of Labor Code Section 1776.

ARTICLE 48. NOT USED.

ARTICLE 49. APPRENTICES

(a) The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 49 and with Labor Code Section 1777.5 for all apprenticing occupations.

(b) Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

(c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

(d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

(e) Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

(f) Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

(g) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council. (h)

The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

(h) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 50. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651, et seq.).

ARTICLE 51. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or ARCHITECT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so

designated shall be reported in writing to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR's expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.

(d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) CONTRACTOR shall (unless waived by the DISTRICT in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

(2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(3) Deliver materials to building area over route designated by DISTRICT.

(4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust.

(5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the DISTRICT.

ARTICLE 52. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 53. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

(a) For each project initiated under this Master Agreement, the Contractor will produce a line item quote correlated to the scope items listed on Bid Form-2. This will be used as the basis to issue purchase orders for individual projects.

(1) Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values, and contract price may be used as the schedule of values if agreed upon by both parties.

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.

(3) Within ten (10) calendar days of request of DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the Agreement.

(b) Values employed in making up any of these schedules are subject to the ARCHITECT's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

ARTICLE 54. CONTRACTOR CLAIMS

If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, CONTRACTOR shall, within five (5) calendar days after sustaining of such damage, make to the ARCHITECT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the CONTRACTOR shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

ARTICLE 55. DISPUTES - ARCHITECT'S DECISIONS

(a) The ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR's execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR's obligation to proceed with the work.

(b) Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.

(c) In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 56. PAYMENTS

(a) CONTRACTOR shall utilize form AIA G702, as the cover sheet for ALL APPLICATIONS FOR PAYMENT ON THIS PROJECT. AIA form G703 "Continuation Sheet," will be used as a billing back-up sheet and in calculating progress payments.

(b) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Inspector and the Architect, there shall be paid to CONTRACTOR a sum equal to ninety percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

(c) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.

(d) Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and that the amount stated in the certificate is due under the terms of the Project Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT, provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

(e) Upon receipt of CONTRACTOR's payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50

(f) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.

(g) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of this Agreement which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

(h) CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).

(i) The final payment of the five percent (5%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

ARTICLE 57. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. DISTRICT has discretion to order changes on a "time and material" basis with adjustments to time made after CONTRACTOR has justified through documentation the impact on the critical path of the Project.

(b) Notwithstanding any other provision in the Project Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph (e) of this Article 57. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 57.

(c) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. The DISTRICT's Assistant Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Fifteen Thousand Dollars \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.

(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five (5)

calendar days of receipt of the Request for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either "work days" or "calendar days." Any request for time received with only the designation of "days" shall be considered calendar days. The term "work days" as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the Project.

(e) Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:

(1) By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.

(2) By unit prices contained in CONTRACTOR's original bid and incorporated in the Project Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.

(3) By cost of material and labor and percentage for overhead and profit ("time and material"). If the value is determined by this method the following requirements shall apply:

(A) Daily Reports by Contractor.

(i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the ARCHITECT and the Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the ARCHITECT and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.

(iii) Materials. The report shall describe and list quantities of materials used and unit cost.

(iv) Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.

(v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT may require.

(B) Basis for Establishing Costs

(i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classification which would increase the extra work cost will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight and delivery. The DISTRICT reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by the DISTRICT.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the work site, it shall be returned, unless the CONTRACTOR elects to keep it at the work site at no expense to the DISTRICT.

All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) Other Items. The DISTRICT may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the CONTRACTOR or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

(v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the DISTRICT may establish the cost of the item involved at the lowest price which was current at the time of the report.

(C) The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

EXTRA CREDIT

- i. Material/Equipment (attach itemized quantity and unit cost plus sales tax) _____

- ii. Labor (attach itemized hours and rates) _____

- iii. Subtotal _____

- iv. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above _____

- v. Subtotal _____

- vi. General Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v. _____

- vii. Subtotal _____

- viii. Bond and Liability Insurance Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 1% of Item vii. _____

- ix. Total _____

(4) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED,

AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR'S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR's failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

(g) “PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS.” Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: “This change order is being executed without waiver of the right to seek additional compensation for such services,” shall be of no legal force or effect.

ARTICLE 58. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded with the County within ten (10) days of acceptance of completion of the Project when the entire work, including punch list items, shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT's Governing Board.

(b) However, the DISTRICT, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective items, as distinguished from incomplete items.

(c) A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.

(d) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 59 (b) entitled "Adjustments to Contract Price."

ARTICLE 59. ADJUSTMENTS TO CONTRACT PRICE

- (a) If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.
- (b) The DISTRICT shall adjust the total contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

ARTICLE 60. CORRECTION OF WORK

- (a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (b) If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 61. EXTENSION OF TIME - LIQUIDATED DAMAGES

- (a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified (for each individual purchase order initiated against this Master Agreement) is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work (for each individual purchase order initiated against this Master Agreement) required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85 For purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 58, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.
- (b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

ARTICLE 62. PAYMENTS WITHHELD

(a) In addition to amount which DISTRICT may retain under Article entitled "COMPLETION" and Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."
- (2) The cost of defective work which CONTRACTOR has not remedied.
- (3) Liquidated damages assessed against CONTRACTOR.
- (4) Penalties for violation of labor laws.
- (5) The cost of materials ordered by the DISTRICT pursuant to Article 30 entitled "MATERIALS AND WORK."
- (6) The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.
- (7) Damage to DISTRICT, another contractor, or subcontractor.
- (8) Site clean-up as provided in Article 41 entitled "CLEANING UP."
- (9) Payments to indemnify, defend, or hold harmless the DISTRICT.
- (10) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
- (11) Extra services for ARCHITECT, or PROJECT MANAGER.
- (12) Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR's failed tests, or installation of unapproved or defective materials, and CONTRACTOR's premature or invalid requests for inspection, and CONTRACTOR's failure to attend the inspection.
- (13) Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.
- (14) Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.

(b) If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made

without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

(d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 59 entitled "ADJUSTMENTS TO CONTRACT PRICE."

ARTICLE 63. TAXES

(a) CONTRACTOR will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Project Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show (1) that the DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

ARTICLE 64. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

ARTICLE 65. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

(3) If notice is given to surety or other persons, by personal delivery to such surety or other person, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 66. NO WAIVER

The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 67. NON-UTILIZATION OF ASBESTOS MATERIAL

(a) The CONTRACTOR will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.

(b) Should asbestos containing materials be installed by the CONTRACTOR or any SUB-CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

(1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

(2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

(4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

(d) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees and all SUB-CONTRACTORS with respect to the above mentioned standards, hazards, risks and liabilities.

ARTICLE 68. LEAD

(a) The CONTRACTOR will be required to execute and submit the Lead Containing Materials Notice and Certification.

(b) Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR or any SUB-CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

ARTICLE 69. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The CONTRACTOR or any SUB-CONTRACTOR shall not permit an employee to come in contact with DISTRICT pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR or any SUB-CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by CONTRACTOR and SUB-CONTRACTOR is included in the Project Documents.

ARTICLE 70. TOBACCO FREE POLICY

(a) The CONTRACTOR will be required to execute and submit the Tobacco Free Work Place Certification.

(b) CONTRACTOR has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. CONTRACTOR shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on DISTRICT property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate the DISTRICT's Board Policy after having already been warned once for violating DISTRICT's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project for such removal.

ARTICLE 71. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.

□□□□

SHOP DRAWING TRANSMITTAL
General Conditions Article 20

The procedure governing shop drawing and material samples or submittals is contained in the General Conditions. In addition, all Supplementary General Conditions, and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling,
and Removal of Division of the State Architect (DSA) Approved Portable
Buildings Project No: SSPU, #40-04/2020-21

This is a(n): Original _____

 Submittal _____

 2nd Submittal _____

 [] Submittal _____

Subject of Submittal:	Equipment Designation:	Specification Section(s):
-----------------------	------------------------	---------------------------

Complete either (a) or (b)

Check One:

- (a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions). _____

- (b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet). _____

The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

Signature of Contractor or
Supplier

CHANGE ORDER (Additive) NO. _____
General Conditions Article 57

PROJECT: 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling,
and Removal of Division of the State Architect (DSA) Approved Portable Buildings
Project No: SSPU, #40-04/2020-21

TO: _____

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded.):

Original contract price:	\$ _____
Previous Change Orders	\$ _____
Change Order amount:	\$ _____
New contract price:	\$ _____

TIME FOR COMPLETION:

Original completion date:	_____
Previous Change Orders	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT (Savanna S.D.)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

PROGRAM MANAGER

Note: DSA and Architect's approval lines will be added when applicable to individual projects issued under the Master Agreement.

By: _____
Signature

Print Name

Title

Date

CHANGE ORDER (Deductive) NO. _____
General Conditions Article 57

PROJECT: 2021 District-Wide Contract for the Purchase, Lease, Relocation, Dismantling,
and Removal of Division of the State Architect (DSA) Approved Portable Buildings
Project No: SSPU, #40-04/2020-21

TO: _____

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall be deleted.):

Original contract price:	\$ _____
Previous Change Orders	\$ _____
Change Order amount:	\$ _____
New contract price:	\$ _____

TIME FOR COMPLETION:

Original completion date:	_____
Previous Change Orders	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT (Savanna S.D.)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

PROGRAM MANAGER

Note: DSA and Architect's approval lines will be added when applicable to individual projects issued under the Master Agreement.

By: _____
Signature

Print Name

Title

Date

LEASE AGREEMENT

XXXX

BASIC LEASE INFORMATION

A. PARTIES:

Lessor: _____

Lessee: _____ District

B. DATE OF LEASE: [Insert Date]

C. BASIC LEASE PROVISIONS:

1. Property: ____ () relocatable building(s), serial number(s) _____, of approximately _____ (____) square feet, per Proposal dated _____, 2020, pursuant to the Savanna School District's 2021 District-wide contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings Bid No. SSPU #40-04/2020-21 incorporated herein by reference.

2. Term: _____.

3. Commencement Date: [insert date]

4. Expiration Date: [insert date]

5. Permitted Use: Classroom/Educational Use.

6. Location of Installation: _____.

7. Base Rent: Annual Rent of \$_____.
Monthly Rent of \$_____.

8. Address for Notices:

Lessor: _____

Lessee: _____

9. Delivery and installation fee: Delivery \$_____ / Installation \$_____.

10. Dismantle and Return fee: Dismantle \$_____ / Return \$_____.

11.□ Improvements (if applicable): _____

This Lease Agreement ("Lease") is made as of _____, 2020, by and between _____ ("Lessor"), and _____ District, a public educational institution ("Lessee"). The parties shall be referred to herein individually as "Party" and cumulatively as "Parties."

1. LEASE

Subject to the terms and conditions set forth in this Lease, and the Savanna School District contract awarded pursuant to Bid #SSPU #40-04/2020-21, Lessor leases to Lessee the Property (as defined in Paragraph [C.1.] of the Basic Lease Information).

2. TERM; DELIVERY OF PROPERTY; CONDITION OF THE PROPERTY; LESSOR'S WORK

2.1. Term. The Lease Term ("Term") shall be _____ as set forth in Paragraph [C.2.] of the Basic Lease Information, commencing on the Commencement Date, as set forth in Paragraph [C.3.], and ending on the Expiration Date set forth in Paragraph [C.4.].

2.2. Delivery of Property. Lessor shall deliver the Property to Lessee subject to Section [2.3.] below. In the event of any delay in the delivery of the Property to Lessee, this Lease shall not be void or voidable, however, Lessor shall be liable to Lessee for any loss or damage resulting from such delay and the Base Rent set forth in Paragraph [C.7.] of the Basic Lease Information shall be adjusted due to the delay.

2.3. Condition of the Property. Lessor represents and warrants that the Property is suitable for the conduct of Lessee's business. Lessor shall have no obligation to make or pay for any improvements or renovations to the Property to prepare the Property for Lessee's occupancy, unless so agreed upon between the Parties in writing. The taking of possession of the Property by Lessee shall conclusively establish that the Property is in good order, condition and repair.

2.4. Lessor's Work. Upon delivery of the Property to Lessee, Lessor shall install the Property at the Location as set forth in Paragraph [C.6.] of the Basic Lease Information. Lessor shall provide all labor, materials, and services required for the construction and installation of the Property per any approved plans as set forth in the Basic Lease Information Paragraph [C.1.]. The Property shall be fully furnished with all electrical and heating, ventilation and air conditioning (HVAC) required by the Lessee. Lessor's work shall not include any site work, including, but not limited to connection of utilities, ramp extensions and inspections. Lessee shall pay to Lessor a delivery and installation fee, per Paragraph [C.9] of the Basic Lease Information. The fee shall be paid by Lessee with the first lease payment due or as otherwise agreed in writing. Upon termination of this Lease as provided for herein, Lessor shall dismantle said Property from the Location. Lessee shall pay to Lessor a dismantle and return fee per Paragraph [C.10.] of the Basic Lease Information.

3. BASE RENT

Lessee shall pay on the Commencement Date, without prior notice, deduction or offset, the amounts set forth as Base Rent in Paragraph [C.7] of the Basic Lease Information.

4. USE OF PROPERTY

The Property shall be used for classroom or normal educational purposes by Lessee and such ancillary uses as shall be reasonably required in connection therewith and for no other use or uses without the prior express written consent of Lessor.

5. PROHIBITED USES

Lessee shall not use or allow the Property to be used in violation of any law or rule or regulation, or for any improper or unlawful use. Lessee shall not do or permit to be done anything that will cause cancellation of any fire, casualty, liability, or other insurance policy insuring the Property. Lessee shall not cause, maintain or permit any nuisance in, on or about the Property. In addition, Lessee shall not remove the Property from the Location set forth in Paragraph [C.6.] of the Basic Lease Information without the prior written approval of Lessor. Moreover, any and all delivery, installation, dismantling or removal of the Property shall be done solely by Lessor, unless otherwise authorized in writing by Lessor.

6. LESSEE'S MAINTENANCE AND REPAIR

6.1. Lessee's Maintenance and Repair Obligation. Lessee, at Lessee's sole cost and expense, shall keep the Property in good condition and repair, normal wear and tear and damage by fire or other casualty excepted. Only minor routine maintenance shall be performed on the Property by Lessee, such as electrical connections, replacing light bulbs, and custodial services.

6.2. Lessor's Right to Make Repairs. Lessee shall give Lessor prompt written notice of any damage to or defective condition in any part of the Property. Upon such notice, the Parties shall come to an agreement as to the necessity and extent of repairs required for the Property. If Lessee was required to make such repairs as required by the Lease, Lessor may, after written notice to Lessee and Lessee's failure to repair within ten (10) business days of receipt of Lessor's notice, make such repairs. Lessee shall reimburse Lessor upon receipt of an invoice, all costs incurred by Lessor in performing any such repair on account of Lessee.

7. LESSEE'S FURNISHINGS AND ALTERATIONS

7.1. Lessee's Furnishings. Lessee shall be permitted to install any and all school furniture and furnishings ("Furnishings") in the Property as is required for usual school purposes. All Furnishings shall be installed at Lessee's sole expense and shall remain the sole property and responsibility of Lessee.

7.2. Removal of Furnishings. Any Furnishings installed by Lessee shall be removed by Lessee, at Lessee's sole cost, at the expiration or sooner of this Lease and the Property shall be restored by Lessee to its condition prior to the installation of the Furnishings, ordinary wear and tear excepted.

7.3 Unpermitted Furnishings. Aside from Furnishings authorized in Section [7.1] above, Lessee shall not be permitted to make any other alterations to the Property without the prior written consent of Lessor.

7.4 Lessee's Alterations. Lessee, at Lessee's sole cost and expense, shall be permitted to make alterations to the Property upon prior written approval by Lessor. Such alterations shall include, but not be limited to, changes to the layout of the Property, installation of low voltage electrical outlets, and installation of partition walls that are necessary for the Lessee's educational purposes.

8. LESSEE'S INSURANCE

Lessee will cause its own all risk insurance property policies to be extended to cover the Property with endorsements in the name of the Lessor as its interest may appear. Lessee will also cause Lessor to be named as additional insured in its public liability policy to the extent of the Lessee's operations of the said Property for as long as this Lease is in force.

9. INDEMNIFICATION

9.1. Indemnification of Lessor. Lessee shall indemnify, defend, protect, and hold harmless Lessor from any and all claims, losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) ("Claims") to the extent arising from any negligent acts or negligent omissions of Lessee arising out of this Lease, or any breach by Lessee of the terms and conditions of this Lease.

9.2. Indemnification of Lessee. Lessor shall indemnify, defend, protect, and hold harmless Lessee from any and all claims, losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) ("Claims") to the extent arising from any negligent acts or negligent omissions of Lessor arising out of this Lease or any breach by Lessor of the terms and conditions of this Lease.

9.3. Survival. The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. DESTRUCTION OF PROPERTY

Lessee shall promptly notify Lessor in writing of any destruction of or irreparable damage to the Property resulting from fire or any other casualty. Lessor and Lessee shall mutually agree on the appropriate course of action regarding the Lease. Lessor shall not be obligated to repair or replace any of Lessee's Furnishings, such as movable furniture, equipment, trade fixtures and other personal property, due to destruction of or irreparable damage to the Property.

11. SURRENDER OF PROPERTY; OWNERSHIP AND REMOVAL OF FURNISHINGS

On the Expiration Date as set forth in Paragraph [C.4.] of the Basic Lease Information, or earlier termination of this Lease, Lessee shall surrender the Property to Lessor vacant and broom-clean, except for reasonable wear and tear. Lessee shall remove all Lessee's Furnishings prior to the Expiration Date or termination of the Lease.

12. COMPLIANCE WITH LAWS

Lessor and Lessee shall comply with any law, statute, zoning restriction, ordinance, rule, regulation or requirement of duly constituted public authorities now in force or which may hereafter be in force ("Applicable Laws") relating to or affecting the construction, condition, use or occupancy of the Property.

13. DEFAULT BY LESSEE AND REMEDIES UPON DEFAULT

13.1. Events of Default. The occurrence of any of the following shall constitute an "event of default" on the part of Lessee:

(i) Nonpayment of Rent. Failure to pay any installment of Rent due and payable in this Lease on the date when payment is due after reasonable efforts by Lessor have been exhausted to collect;

(ii) Other Obligations. Failure to perform any material obligation under this Lease and such failure continues for a period of thirty (30) calendar days after Lessor's written notice of such failure.

13.2 Remedies Upon Default. If an event of default by Lessee occurs, Lessee shall be deemed in breach of the Lease and Lessor shall have, in addition to any other remedies available to Lessor at law or in equity, the right to terminate this Lease, in which event Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudicing any of the remedies that Lessor may have under this Lease, at law or in equity, take possession of the Property.

13.3. Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessee either of the same or a different provision of this Lease. The subsequent acceptance of Rent by Lessor shall not be deemed to be a waiver of any preceding breach at the time of acceptance of such payment. No term of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing signed by Lessor.

14. DEFAULT BY LESSOR AND REMEDIES UPON DEFAULT

14.1 Event of Default by Lessor. Lessor shall be in default if Lessor fails to perform any material obligation under this Lease, and such failure continues for a period of thirty (30) calendar days after Lessee's written notice of such failure.

14.2 Remedies Upon Default. If an event of default by Lessor occurs, Lessor shall be deemed in breach of the Lease and Lessee shall have, in addition to any other remedies available to Lessee at law or in equity, the right to terminate this Lease, in which event Lessor shall immediately dismantle and remove the Property at Lessor's sole cost and expense, and if Lessor fails to do so, Lessee may, without prejudicing any of the remedies that Lessee may have under this Lease, at law or in equity, take possession of the Property, dismantle, remove and store the Property at Lessor's cost and expense.

14.3 Waiver of Breach. The waiver by Lessee of any breach by Lessor of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessor either of the same or a different provision of this Lease. No term of this Lease shall be deemed to have been waived by Lessee unless the waiver is in writing signed by Lessee.

15. NOTICES

Notices in Writing; Method of Delivery. Except as otherwise expressly provided by law, any and all notices given under this Lease shall be in writing, to either Party at the appropriate address set forth in the Basic Lease Information, or to such other place as either party may from time to time designate in a written notice to the other, and shall be deemed duly given when personally delivered or sent by United States certified or registered mail, postage prepaid, return receipt requested, with notice effective three (3) days after the date it is posted.

16. ATTORNEY'S FEES

If any litigation is commenced between Lessor and Lessee, each Party shall be responsible for its own attorney's fees and costs.

17. MISCELLANEOUS

17.1. Force Majeure. Acts of God, an inability to obtain services, labor, or materials or reasonable substitutes therefor due to governmental actions, civil commotions, and other causes beyond the reasonable control of the Party obligated to perform, (collectively, a "Force Majeure") shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage to perform under the Lease.

17.2. Binding Effect. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and successors of the Parties.

17.3 No Assignment. This Lease shall not be assigned or transferred by either Party.

17.4 Venue. The venue for resolution of any dispute between the Parties concerning this Lease shall be the County of Orange. The Parties hereby expressly waive all rights they may have to a change of venue.

17.5 Time of Essence. Time is expressly declared to be of the essence in this Lease.

17.6 Severability. If any term or condition of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.7 Entire Agreement. It is understood and acknowledged that there are no oral agreements between Lessor and Lessee respecting the leasing of the Property and this Lease constitutes the Parties' entire agreement with respect to the leasing of the Property. Any agreement or understanding or representations respecting the Property or their leasing by Lessor to Lessee not expressly set forth in this Lease are null and void. None of the terms, covenants, conditions or provisions of this Lease can be modified or deleted except in writing signed by Lessor and Lessee.

IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed and authorized as indicated immediately below.

LESSOR

LESSEE

_____ DISTRICT

By: _____
Name: [Signer's Name]
Title: [Signer's Title]

By: _____
Name: [Signer's Name]
Title: [Signer's Title]

TECHNICAL SPECIFICATIONS – RELOCATABLE BUILDINGS,
CLASSROOMS AND RESTROOMS

A. GENERAL REQUIREMENTS

1. Summary: These specifications describe new and used prefabricated, relocatable buildings of classroom, restroom, and other School type buildings based on pre-approved DSA drawings or specifications. No changes to these pre-approved specifications will be permitted without prior written approval from the District.

2. DSA Pre-Approval: All refurbished buildings provided shall have adequate documentation of prior DSA approval, either PC, stockpile, or site-specific A# sufficient to allow District's Architect of Record for new site to obtain DSA approval for placement at school sites specific to this contract. It shall be the sole responsibility of the successful bidder to provide the above-stated documentation as a condition of sale, lease or lease purchase of buildings.

3. Applicable Documents: The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.
 - a. California Administrative Code (CAC)
 - b. Title 5 - Education Code
 - c. Title 19 - Public Safety
 - d. Title 20 - Public Utilities
 - e. Title 21 - Public Works Title 24 - Building Code
 - f. Title 25 - Housing Community Development
 - g. American Welding Society - Standard Qualification
 - h. Procedures American Wood Preservative Association
 - i. ASHRAE
 - j. California Electrical Code
 - k. California Building Code, Title 24, including California Energy Code

- l. ASTM C635 - Metal Suspension Systems for Acoustical Tile and lay-in Panel
 - m. State of California Specification 7220-XXX-01, Carpet
 - n. Interpretations of Regulation (IR) issued by the Division of the State Architect
 - o. Americans with Disabilities Act (ADA)
 - p. National Fire Protection Association NFPA 90A
 - q. National Warm Air Heating and Air Condition Association
 - r. National Electrical Code
 - s. Uniform Building Code
4. Site Specific Plan Approval by the Division of the State Architect: The Contractor shall submit one (1) digital copy (PDF) plans and specifications including as applicable, to the District's Architect within twenty-one (21) business days for each building type (cumulative) after receipt of District executed contract/purchase order for buildings.
- a. All plans, specifications and calculations must be signed by contractors(s), P.O.R., who shall be licensed by the State of California. For modifications to the base bid; the time frame for submittal shall be negotiated between District, Architect and Contractor. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within fifteen (15) business days in the form of one (1) digital copy (PDF).
 - b. After corrections (if any) as noted by the District Architect have been made, the District Architect shall obtain approval from the DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within fifteen (15) business days.
 - c. The District, after the Architect receives DSA approval, shall furnish one pdf set of electronic plans and specifications for each DSA approval number and for each site to the Contractor, for the Contractor's use. Contractor shall print and distribute to sub-contractors and suppliers as needed.

- d. District will make any payment required in obtaining DSA approvals. The time to complete the project will be increased day for day, for each and every day required for DSA approval.

Inspection: Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-Plant Inspection and (2) On-Site Inspection. All requirements of Title 19 and 24 of the State of California Code of Regulations relating to inspection and verified reports shall be compiled with and shall include:

- a. The District shall retain and pay for all Inspectors.
- b. Inspection, material testing and DSA documentation (i.e.: Form SSS-6) shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The In-Plant Inspector shall be responsible for, and be approved to inspect all phases of work under-taken in the factory or plant.
- c. The manufacturer shall provide the Inspector with full access to all plant operations involving work under this contract and shall advise the Inspector in advance of the time and place when operations that the Inspector wants to observe take place. Before building(s) are removed from the plant for delivery to the site or storage facility, or from storage facility to the site, the Inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6).
- d. The Site Inspector (Inspector of Record) shall do all on-site inspection. Only the work, which the manufacturer or his subcontractors perform at the site, shall be subject to the inspection of the Site Inspector. The manufacturer will furnish the Site Inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least forty-eight (48) hours prior to commencing on-site work. The on-site Inspector of Record shall be responsible for and approved to inspect all phases of work under his control.
- e. The Division of the State Architect may require special testing and or inspections. All costs for these tests and or inspections shall be borne by the District.

5. □ Site Readiness Preparation: All site conditions not under Contractor's direct control are to be the District' responsibility. It is the District's responsibility to notify the Contractor when the site is ready for delivery. In the event buildings are delivered to any site that is not in condition to receive buildings, the District shall be responsible for all cost incurred, including, but not limited to: relocation fees, storage fees, security, acts of vandalism, redelivery costs, crane costs, set up, Contractor down time, and Contractor's costs.
6. □ Building Additive Alternates: All additive alternates shall meet or exceed the specifications for the base buildings, unless otherwise noted in this section. If a specification for an alternate cannot be found in the bid documents, an interpretation of what is normal and customary in the modular and construction industry shall prevail.

B. GENERAL SCOPE REQUIREMENTS

1. □ General: The Base Building for new construction, except where noted in building specific specifications, will include 50# PSF wood floor, 20# PSF roof, 2 x 4 wood studs, 22 gauge single slope roof with 5' front overhangs and 2'6" rear overhangs, R-13 floor/ wall insulation and R-19 attic insulation, 3.5 ton wall mount heat pump (wood foundation included – no carpet, no ramps, no landing/ramps included).
2. □ Two Story Relocatable Building: Provide two story relocatable modular building as per approved PC. The overall construction of the unit shall meet the specifications of the base bid classroom units, except as noted. Incorporate shear, brace or moment frame design or any other structural design that is acceptable to the DSA. Construction shall be Type II or V (One Hour) or Type II or V (Sprinkler). Fire sprinkler shall be a wet pipe system constructed to NFPA 13 using “Pipe Method” for sizing pipe.
3. □ High Performance Building: Provide a high-performance learning environment as per approved A# with low and no-VOC finishes, paints and adhesives and sound absorbing surfaces throughout the building, fully day-lit with large high performance windows at the front and rear along with clerestory windows and tubular skylights, barrel radius roof design with exposed modline trusses, net zero option.

4. Not in contract/provided by District:

- a. Utilities: The electrical service drop connection(s) and plumbing connection(s) to the building(s) are not part of the base bid. Fire alarm system, program bell, clock system, public address system, intercom system, TV system, wiring (and conduit, or boxes except as noted on the manufacturer's approved drawings) are also not part of the base bid.
- b. Building Pad: The site will be turf-free, cleared and graded to within two inches (2") of level grade in any direction for each building. Any cost extra due to the site not meeting this two inch grade will be the responsibility of the District. The District will provide a survey locating the building corners and the finish floor elevation
- c. Delivery Access: The District will insure that the site is accessible for standard industry vehicles and equipment required for placement of relocatable units. District will prepare approaches to the site as required. The Contractor will be provided unobstructed delivery access to the location of each building.
- d. Soils Conditions: Each site will have a minimum soil bearing capacity of 1,000 PSF with a moisture density ratio of 90% minimum. However Contractor has the option to use an existing or new soils report to configure building placement, footings and or foundations per approved drawings.
- e. All signage that may be required by DSA, District or other agencies is not in the base bid.

5. Design Requirements: The modules are to be designed so that one or more modules may be joined together to form a complete building; to maintain a positive alignment of floors, walls, ceilings and roof and to permit simple nondestructive detachment for future relocation.

- a. Each module shall be permanently identified with a metal identification tag 3"x1 1/2" minimum size with the following information: Design wind load, Design roof live load, and the Design floor live load. This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

- b.□Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a weather tight and finished appearance.
- c.□Each module shall be sufficiently rigid to be jacked up at the front and back comers for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without damage. These requirements shall be met without additional supports of any type.

C. TECHNICAL SCOPE REQUIREMENTS

1.□Dimensions: All buildings will meet a square footage tolerance of plus or minus five (5) square feet. The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet. The classroom buildings shall be: 24'x40', 24'x60, 30'x32', 36'x40', or 48'x40', (additional Modules shall be 12'x40', 12'x60' or 10'x32'). The restroom buildings shall be 8.5'x15.5' and 8'6"x21'6", 8.5'x30' or 12'x40'. All other building types shall be per individual specifications.

- a.□Fascia and required overhangs are not included in the calculation of the square footage the building occupies. Each floor shall have a full length 26-gauge gutter and 24-gauge downspouts shall be furnished at the end of each overhang where drainage occurs.
- b.□The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one inch (8'6 +/- 1"). Ceiling height for restrooms shall be a minimum of eight feet plus/minus one inch (8'0 +/- 1"). The module shall be clear span type except as provided for in snow load buildings.

2.□Load Criteria: Design criteria for base bid buildings will be: per submitted PC or stockpile plans:

Soil Bearing Pressure	=	1,000 psf (Wood Foundations)
		1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)

Isolated Footing Width	=	36” square (minimum)
Footing Depth	=	12” below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust) (at new buildings)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

a. Modules delivered to locations requiring roof live loads or wall wind loads greater than the minimums required by Title 24 CAC or design details specified herein shall meet the live load and wind load criteria required in the location in which the building is installed. The District will be responsible for the extra cost of manufacturing the building to meet these roof and wind loads.

3. Wood Pad Foundations: All material for use in ground contact shall be stamped "For Ground Contact". Each piece of pressure treated material shall be stamped with appropriate AWA stamp. Wood shall be of a naturally decay resistance species or pressure impregnated with an effective preservative when embedded in, or laid on a concrete slab that is in contact with the earth, or resting on concrete or masonry walls that are 12" or less above the ground. Ends of wood joints that are 1" or less above finished outside grade, or abut or are incased in concrete or masonry shall have a minimum treatment of an effective preservative. Foundation grade redwood or All Heart foundation grade cedar will be considered naturally decay resistant when grade marked at the mill.

a. Installation shall be permitted on turf free soil having suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the DSA (and/or per approved plans).

4. Concrete Foundations: Concrete foundations may be requested by the District(s) as indicated on the Bid Form. The Contractor shall prepare the design of concrete foundations. Such design shall vary in accordance with the site soil conditions, 1500 PSF is the minimum required. The footing design shall provide for shims and blocks necessary to permit installation on sites not level, but within the 1/2" allowable tolerance. The District and/or District Onsite Contractors will be responsible for all surveying, staking the building comers, setting the finish floor elevation, excavation, removal of spoils and backfill (unless included as a line item in the contract scope.) Ramp(s) and landing(s) are not included when the Contractor provides a concrete foundation.

- a. The eighteen-inch (18") option shall be per the specifications with the 18" clearance under building from purlins to the ground.
- b. The foundation and the method of fastening the units shall be as previously approved by the DSA.
- c. High strength grout shall be Embecco non-shrink, metallic aggregate grout or equal.
- d. The design concrete foundations will be as follows:
 - i. All work and materials shall conform to Title 24, California Code of Regulations, and Chapter 19 and the American Concrete Institute (ACI): Building Code requirements for reinforced concrete, AC131883, and the American Society for Testing and Materials (ASTM): The Specifications and standards hereinafter referenced to shall be of the latest edition.
 - ii. Design mixes shall be as specified in Title 24. Concrete strength at 28 days shall be as follows: Slab - 2,500 psi; Lightweight - 3,000 psi.
 - iii. Forms shall be substantial, plumb, level, square, true to line, water tight and accurate to the dimensions required.
- e. The Architect shall approve location of Mechanical and Electrical openings in the concrete and the installation of sleeves as may be required; and openings provided for under floor crawl access wells, or vent wells for under floor ventilation.
- f. Variance in concrete slab surface shall be no more than 1/16" inch in 10 feet.

5. Framing: Roof Walls and Floor: The buildings shall be a shear wall, brace frame or moment-resistant rigid steel frame or any other structure acceptable to DSA. Steel frame

building/steel frame construction shall meet the minimum design requirements of stud spacing, etc. as per latest edition of C.B.C. listed below. All work and materials shall conform to the "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" and "Code of Standard Practice for Steel Buildings and Bridges," American Institute of Steel Construction: Title 24, CCR and Uniform Building Code, 1995 Edition. Structural steel shall be made either the open-hearth or electric furnace process only and shall conform to the "Specification for Structural Steel" ASTM Designation A36, current edition.

- a. Roof framing, floor framing and wall framing shall be per Manufacturers' PC or Stockpile Plans and per all applicable codes.
- b. All structural members below the sub floor, i.e. Girders, joists, headers, blocking, shall be steel. Minimum joist spacing shall be 48".
- c. All work shall conform to the requirements of the AISC Standard Specifications, the applicable regulatory agency and the American Iron and Steel Institute Specifications for Design or Light Gauge Steel Structural Members. Welding: Shall comply with the pertinent provisions of the applicable regulatory agency. All welding shall be done by operators who are qualified as prescribed in the "Qualification Procedure" of the American Welding Society to perform the type of work required
- d. Steel shall be coated with one shop coat of manufacturer's standard chassis paint and or equal.
- e. Plywood: American Plywood Association PS 1-83. Each sheet shall be grade marked by the American Plywood Association, and shall conform to the requirements of Standard Grade Group 1 or better grade stamped and identified under the procedures and qualification set forth by PSI-83.
 - i. Plywood Sub floor: 1-1/8". Provide seamless woven polyflex bottom board for moisture protection.
 - ii. Optional plywood roof deck: 3/4" plywood square edge or equal.
 - iii. Siding: Standard: 5/8" Duratemp, Optional: 5/8" Exterior Siding, or 5/8" CDX plywood interior shear plywood, or dens glass fiberboard when applying alternate exterior applications.

- f. Building tolerances:
 - i. Framing members: 1/4 inch from level, 1/4 inch per 10 feet from plum.
 - ii. Siding and roofing: 1/4 inch from true position

- 6. Moisture Barrier: All weather-exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Such barrier shall be equal to that provided for in CBC Standard No. 17-1 for Kraft waterproof building paper of CBC Standard No. 32-1 for asphalt-saturated rag felt. Barrier shall be free from holes and breaks other than those created by fasteners and construction system due to attaching of the building siding, and shall be applied over studs or sheathing of all exterior walls. Such barrier shall be applied under siding weatherboard fashion, lapped not less than two inches (2") at horizontal joints and not less than six inches (6") at vertical joints.

- 7. Siding: All siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-95. Siding shall be 19/32" (minimum) thick. with one (1) of the following styles: plain, V-grooved, grooved, or reverse board and batten.

- 8. (Optional) Exterior Coverings: When included in the line item scope, submittals will be provided of color chips from manufacturer's standard colors to the District Architect for color choice, for:
 - a. STO Dry Vit Synthetic Coatings
 - b. Portland Cement Plaster

- 9. Skirting: Skirting shall be plain ungrooved or grooved. Material shall be used where the long direction of the sheet runs horizontal. All edges and the bottom of the skirting shall be supported and the entire space below the building shall be closed off. Maintain 1-1/2" minimum clearance from the bottom of plywood skirting to finish grade. Provide expanded galvanized metal fresh air vents to compromise a minimum net area meeting a 1 to 150 vent to area ratio.
 - a. Contractor's bid shall reflect the maximum pad slope (2") provided by the District.
 - b. Ramp & Landing Skirting: Ramp and Landing (when used) shall be fully skirted with

the same material used for building skirt. All edges of the skirting shall be supported and protected from weather. Foundation members shall be as for building foundation.

10. **Roofing:** roofing system per UBC Standards (Class A). Design and installation of the deck and roof substrate shall result in the roof draining freely. Roof shall have a minimum pitch of 1/4" per foot.

a. Pre finished, unpenetrated interlocking roof panels mechanically crimped at top to prevent against water infiltration, standing seam or ribbed type, 22-gauge panels

b. Gutters will be 26 ga steel and downspouts will be 24 ga steel at the overhangs of the building where drainage occurs. No splash blocks are included.

c. All fasteners shall be caulked against weather using material resistant to deterioration under ultraviolet light.

d. Roofing Snow Loads: In addition to all standard roofing items, provide full-length silicone or equal sealant at each interlock.

e. Roof Overhang: The roof overhang shall be per the manufacturer's PC or stockpile.

11. **Metal Exterior Doors:** Construct per ANSI A250.8 and A2SOA as minimum requirement: Flush doors 3070, 1-3/4" thick, with 18 gauge steel face sheets and sound-deadening material on interior to effectively reduce metallic ring. Factory to prepare and reinforce for indicated finish hardware, including reinforcement on both faces for closers. Chemically treat doors for paint adhesion, and apply one (1) complete shop coat of metal primer and then paint to match exterior. Curries 607, Amweid SLE or equal doors to be used. All doors to have Pemco 315CN36 door bottoms or equal and Ives 8400 10"x 2" LDW kick plates or equal.

12. **Pressed Metal Frames:** Knock down per CS242 as minimum requirement manufacturer's standard 16-gauge steel, depth to suit wall thickness. Provide one (1) compression anchor minimum per jamb and adjustable floor anchor at bottom of each jamb. Prepare and reinforce for required hardware, including strike box and reinforcement for closers on all frames. Chemically treat frames for paint adhesion, and apply one (1) complete shop coat of metal primer and paint to match exterior. Curries, Amweld 2600 or equal.

13. Hardware, Exterior Doors:

- a. Butt Hinges: Size and number per PC stockpile standards. Use solid brass or bronze butts for exterior doors, with set screw in barrel and ball bearing design. Hager or equal.
- b. Closures: Size and number as recommended by manufacturer per PC or stockpile.
- c. Lockset: Classroom and student restroom lever handle lockset, Schlage ND75PD, Tell LC2400 or equal. Staff restroom lockset, Schlage 85PD or Tell equal.
- d. Threshold: Threshold shall be PEMKO 271, Hager 413SA or comparable, 5" aluminum with PEMKO 216 AV, 783SAV or comparable equal, bottom door.
- e. Weather-stripping: All exterior doors shall be weather-stripped with Hager 891SAV or equal, at door jambs and head.

14. Entry Landing and Ramp (at raised wood foundation units): Each module shall have a landing(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The landing(s) structure including handrail and wheel guides is to be prefabricated metal in sections that are demountable for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall such that the building contractor can make height adjustments at the installation site. The base bid ramp shall be no more than 4 feet wide and 11 feet long and have a 5' x 7' landing. The district will be responsible for the transition at the toe of the ramp to final finish grade.

- a. All ramps and landings shall have a metal surface with a nonskid finish applied. All metal ramp surfaces shall be painted as indicated in Section 3.3.19. Ramps shall have handrails per approved drawings and shall extend beyond the toe of the ramp as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp handrail. Foundation members shall be as for building foundation. Only the foundation pad resting on grade may extend beyond the outside face of the skirt 1" maximum.

15. Interior Wall Finish: Reference Brand: Vinyl Covered Tack board as manufactured by Domtar, Gypsum America, Inc. or Chatfield-Clark or equal.

- a. At Classroom: All interior walls shall be vinyl covered tack board applied in one continuous length from floor to ceiling. Tack board backing shall be applied over 1/2" sheetrock. The vinyl coating shall weigh a minimum of 8 ounces per square yard. The vinyl wall-covered panel shall have a Class I flame spread rating.
 - b. At Restroom Buildings (rooms): All interior walls shall be finished with FRP or equivalent to the ceiling over a water resistant gypsum wallboard.
16. Suspended Acoustical Ceiling and Acoustical Panels: Ceilings that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635-07. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA and/or per DSA's approved PC/stockpile. Acoustical panels shall be 5/8" minimum thick mineral fiberboard or vinyl-faced fiberglass lay in panels, square edge, ASTM flame spread index Class C.
17. Lighting: The Contractor shall furnish a fluorescent lighting system or equal with overall illumination at desk level (30" above the floor) of an average of 50-foot candles. The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts. Night lighting shall be provided at exit(s), with internal photocell as provided in PC/stockpile.
18. Electrical: Provide 110/220 volt single phase service with one 100 amp panel box with nipple out per classroom. Provide panel schedule with electrical load calculations on drawings. Six (6) duplex convenience outlets grounding type shall be provided in each two-module classroom. Additional modules shall have two (2) outlets, one (1) at each end wall. Four outlets maximum per circuit shall be allowed. All receptacles to be 20 amp 120 volt two pole 3 wire commercial grade ivory. Owner to provide meter, grounding and hookup.
- a. A 12" diameter electric wall clock shall be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor.
 - b. Light switches shall be Hubbell specification grade or equal.
 - c. All material and equipment to be used shall be new and shall comply with

requirements of either the National Electric Code or California Electric Code and the Title 24.

- d. All electrical wiring 110 V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit 1/2".
- e. Acceptable Conduit: Electrical metallic tubing (EMT); galvanized thin wall. Flex (Interior); galvanized steel. Flex (Exterior); galvanized steel with factory-applied PVC jacket.
- f. Wiring shall be No. 12 minimum copper type TW, THW, THHN, or THWN, stranded or solid as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate green grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.

19. **Windows:** Provide 8040 anodized aluminum frame window units in opposite walls. Window frame shall be the fifty percent (50%) double sliding sash type (XOX); Windows shall not be mounted to the exterior plywood surface. All operable sashes shall have screens and positive locks. All operable windows will be provided with screens.

- a. Glazing specifications:
 - i. U Factor = 0.510 (Max)
 - ii. SHGC = 0.360 (Max)
 - iii. VT= 0.50 (Min)

20. **Painting:** All exposed surfaces shall be painted except aluminum window frames and thresholds. Material shall be of the grade specified or equal.

- a. Exterior - Wood siding, trim and skirting -Semi-Gloss latex: Apply one primer coat and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding as needed. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves so that the finish coat will have a uniform appearance. Allow prime coat to dry according to manufacturer's recommendation. The district will select color after award of the bid from paint manufacturer's standard colors.

- i. Semi-Gloss Trim: per manufacture standard

- ii. Semi-Gloss Body: per manufacture standard
- b. Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over prime Coat.
 - i. Semi-Gloss trim: per manufacture standard
- c. Metal - All metal surfaces shall be painted with two (2) coats of alkyd-finish coat.
 - i. Gloss Trim and Door: per manufacture standard
- d. Exterior - Cement Plaster: per the 2016 California Building Code: Section 2512.8
ALTERNATE METHOD OF APPLICATION, including Section 2512.8.2 CURING

21. **Flooring and Accessories:**

- a. Carpeting: All classroom buildings have the upgrade option to be carpeted with Tandus Powerbond Cushion RS, "Color Spectrum" in main area and a minimum of a 6' x 6' walk off area at exit doors with Tandus Powerbond Cushion RS "Abrasive Action" or equal. Color to be selected by the District after award of the bid.
 - b. Resilient Sheet Vinyl: All restroom buildings shall have Armstrong "Classic" vinyl Carlon, or equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6" minimum cove base. Single occupancy restroom with 2 fixtures or less the vinyl shall be laid flat with 6" resilient top set base.
 - c. Resilient Top set Cove Base: Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Solid color as manufactured by Burke Rubber Co. No. 502-P or comparable.
 - d. Adhesives: As recommended by floor covering and base manufacturer. Furnish and apply per manufacturers written instructions. Shall be non-toxic and water based.
22. **Insulation:** Wall insulation shall have a rating of R-13 at 2 x 4 walls, floor insulation shall have a rating of R-19, and ceiling insulation shall have a rating of R-30. R-13 rated insulation shall be provided in all interior wall cavities.
23. **Heating, Ventilation and Air Conditioning:** At the restroom building, the contractor shall provide power ventilation. At the classroom building, the contractor shall provide a

HVAC heat pump that is tested and approved per manufacture standard. The Heat Pump(s) are to be all electric wall mounted blow-through single zone unit with housing, outside air intake hood with volume damper, indoor fan direct drive, Freon 22 hermetic compressor with crankcase heater, indoor coil, outdoor fan, outdoor coil, controls, mounting brackets and thermostat with auto changeover. All return air is direct to the air handler.

- a. Heat pump(s) shall be factory assembled, piped, wired, and tested operating refrigerant charge. Unit shall be UL and C.E.C. listed. Heat pump unit(s) shall be suitable for outdoor installation. Filters shall be UL Listed Class 2 throwaway type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal. Reference brands Marv Air or comparable)
- b. All units shall be 230/208 volt, single phase system, UL approved or comparable and meet current energy standards.
- c. The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees in winter with a 45 percent relative humidity when the outdoor dry bulb temperature of 66 degrees F average. The systems must maintain the above temperatures when the damper is adjusted to use 15 CFM per occupant of outside air.
- d. Heat pump units shall be sized according to the attached floor plans and per manufacture standard, Manufacturer may in accessible concealed portions of duct system use either rigid 1" fiberglass or insulated "Flex duct" with vapor barrier. All ductwork within 2' of the HVAC unit and all interface connections shall be metal Ductwork and reinforcement shall be designed for .3 inches static pressure.
- e. Registers and Diffusers: Provide four-way throw air diffusers per manufacture/PC stockpile standard and approved drawings.
- f. Thermostat: Provide electronic programmable thermostat with occupant override. White Rodgers IF-95 or equal is required. Thermostat shall have the following functions:
 - i. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24 hour period.

- ii. Keyboard lockout switch.
 - iii. Programmable display.
 - iv. Two-hour override minimum.
 - v. Status-indicated LEDs.
 - vi. Battery backup. Thermostat
- g. Calculations shall be based on an occupancy for 24'x40' building of forty-eight (48) occupants and an interior space of approximately 9,000 cubic feet. Calculations shall be modified accordingly with increase in size of building. The mechanical ventilation system shall provide a required rate = 15 CFM/occupant.
- h. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.
- i. Units shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing.
24. Plumbing Fixtures and Trim – Restroom Building: Fixture count and type per bid document floor plans and per DSA approved manufacture's PC or existing stockpile.
- a. Angle stops shall be 'A" Brasscraft SCR-19, lock-shield, loose key or equal.
 - b. Water Closet: Kohler K-4405 or wellworthK-4408 (floor mounted), Sloan Regal 111-YB flush valve, and Olsonite OCC white open-front seat or equals.
 - c. Lavatory: Kohler "Hudson" china only with Chicago faucet 333-E2805-665PSHAB push button single punch or Chicago faucet 3300-ABCP (ADA) 4" with wall brackets or equal. As a minimum provide: 2 each in Boys & girls @ restroom units.
 - d. Urinal (restroom unit only); Kohler "Dexter" K-5016-ET-O, wall mounted, Sloan Royal flush valve. As a minimum provide: Boys - One (1) handicap and one (1) non-handicap.
 - e. Toilet Partitions and Urinal Screen; Enameled steel toilet compartments, floor mounted, overhead braced.
 - f. Stainless Steel Handicapped Compliance Grab Bars: Two per each enclosure.
 - g. Mirror; 18"x36" Stainless steel mirror, JS #100 or equal, one (1) for each lavatory.
25. Fire Alarm: Contractor shall install exterior-accessed single gang junction box at rear of building (near the electrical distribution panel) with 3/4" conduit stubbed up wall to above

ceiling for future connection, which is not part of the base bid and can be added by change order. Contractor shall also install 3/4" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) exterior horn box, (1) interior horn/strobe box, (2) ceiling mounted smoke detector boxes, and (1) attic mounted heat detector box, accordingly, also for future connection. Wiring, devices, programming and additional conduit are not part of the base bid, but can be added by change order. A weatherproof metal plate will cover all exterior boxes. Horn/strobe box shall be mounted near the doorway area at 80" above finished floor/grade.

26. Fire Extinguishers: Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet, to handle. Fire extinguishers shall be totally charged and have a dial indicating the state of charge.

27. Marker Boards: Each classroom shall have two (2) each 4 x 8 marker boards installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. A full-length map rail shall be provided with cork inset and end stops. The map rail and chalk rail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, 1/2" size shall be provided for each classroom. Whiteboards shall be institutional quality prefabricated writing board with Panelyte Glossy "Dry Wipe" high pressure laminate.

28. Energy Conservation: Energy calculations shall be provided (if required) for building location and will comply with Title 24 CBC, Part 6 California Energy Code.

D. INSTALLATION ON SITE

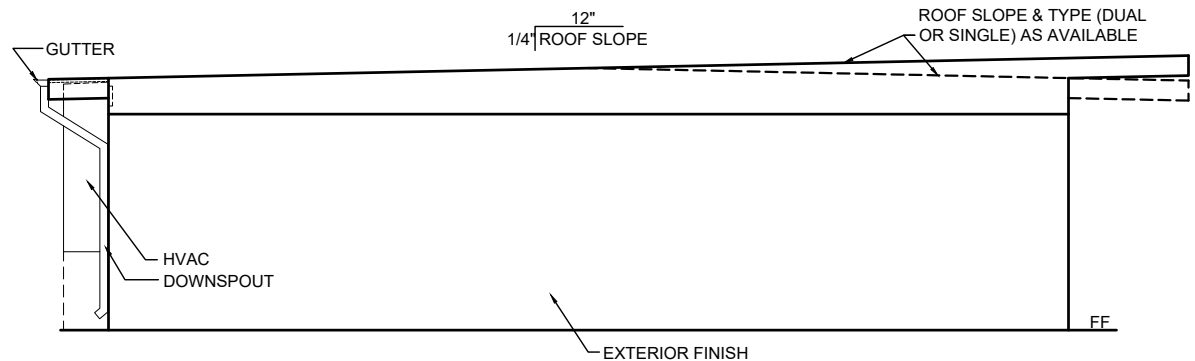
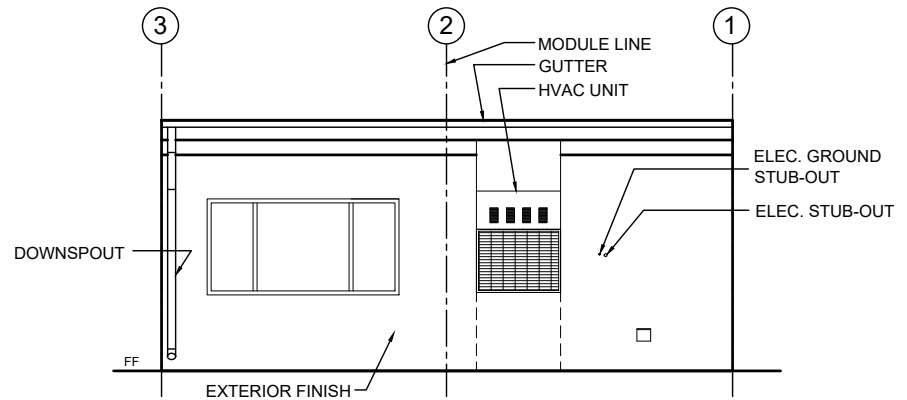
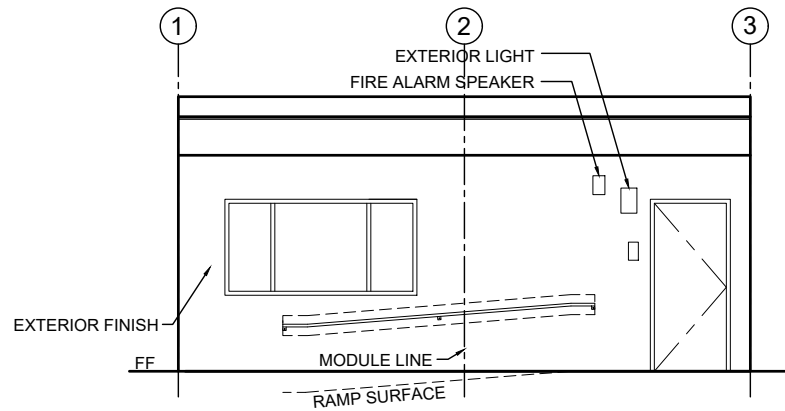
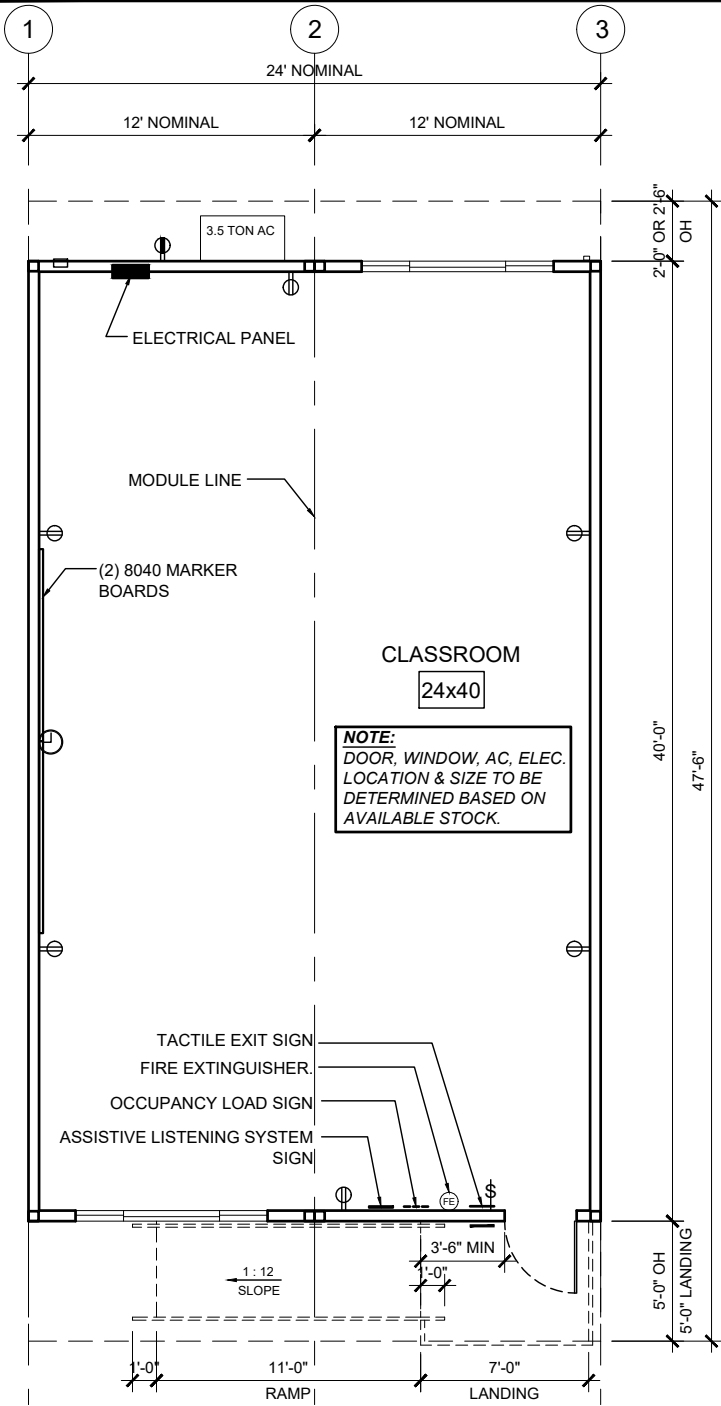
1. Erection at Site: Once delivery of modules to the site is made, erection shall commence within forty-eight (48) hours and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays excluded.)

a. When the Contractor considers the Work complete, the Contractor shall notify the Architect and Inspector. Architect/Inspector shall provide Contractor within five (5)

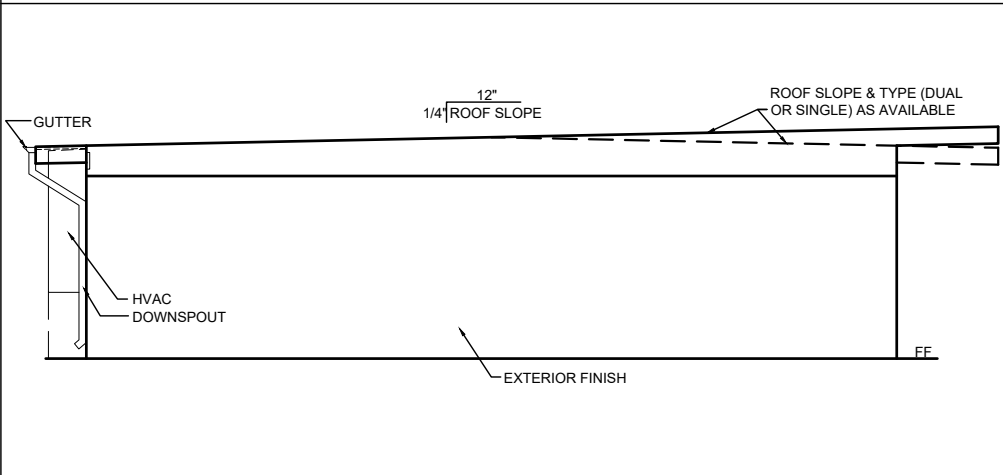
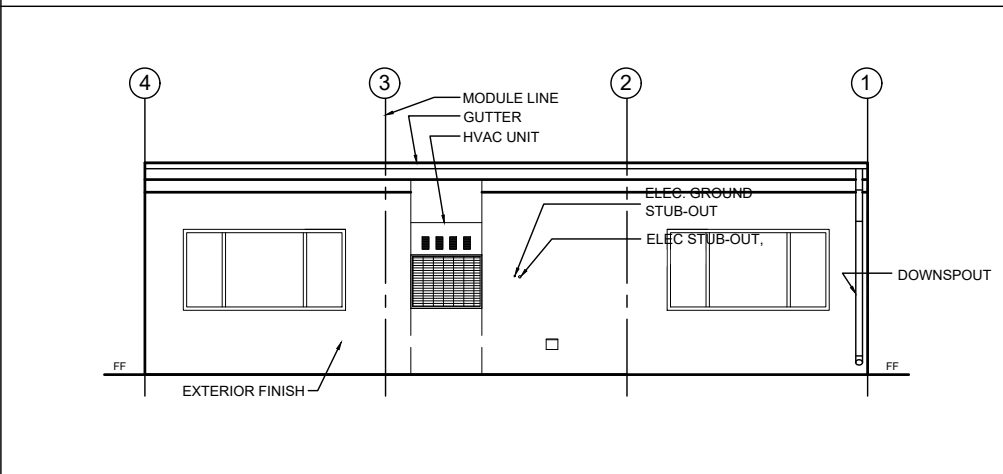
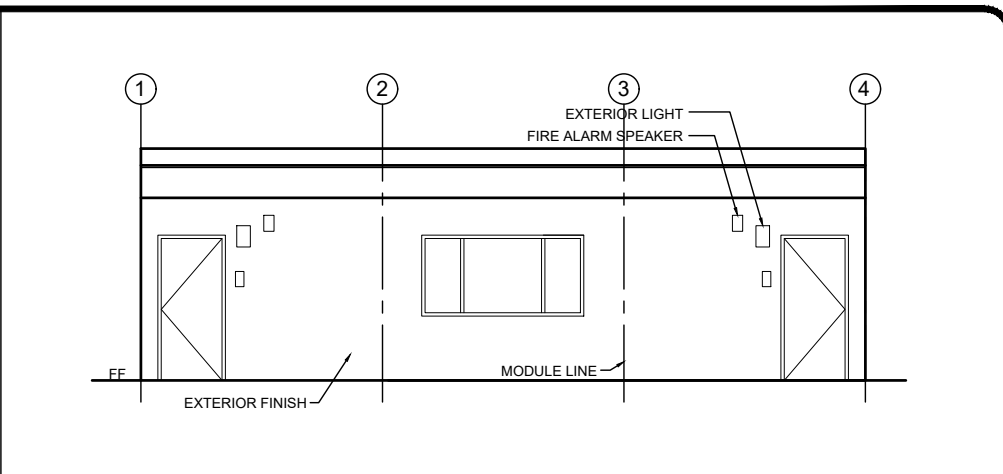
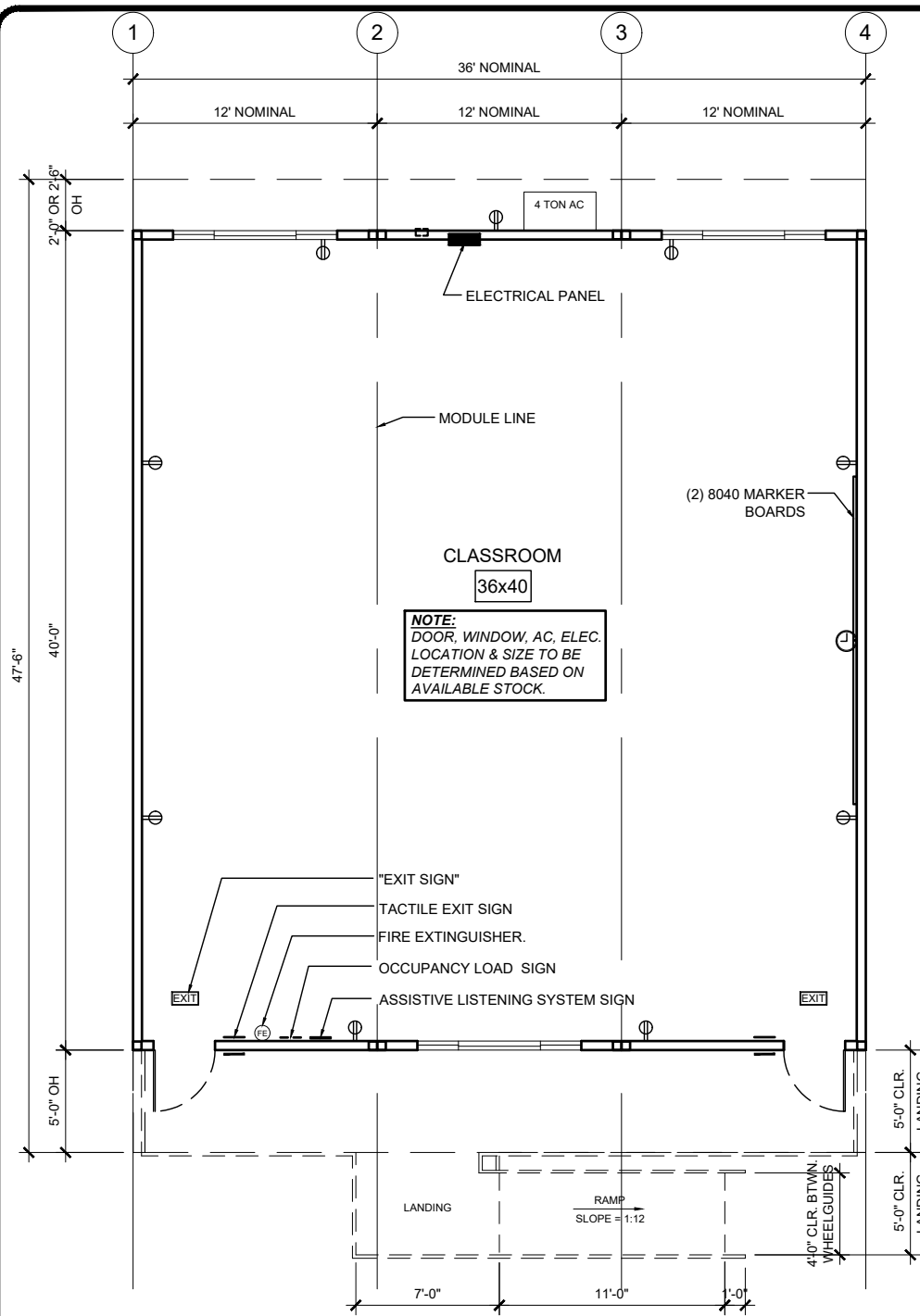
days of Contractors request, a complete and final punch list. Contractor shall begin work within five (5) days of receipt of final punch list and completed within fifteen (15) days of the commencement of work. Contractor shall notify Architect/Inspector of punch list completion in writing and shall schedule a walk through and sign off of the building within five (5) days after notification. Upon Contractors completion of Punch List to the reasonable satisfaction of the Architect and Inspector, Contractor shall be considered complete. No additional Punch Lists may be created by the Architect or Inspector.

- b. Power shall be connected to the building (which is not part of the base bid and can be added by change order) within fifteen (15) days of installation or shall be deemed accepted by district.
- 2. Clean Up: Because of the nature of the sites, i.e., school grounds, the contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work. Toxic chemicals of any kind shall not be allowed on school grounds.
- 3. Utility Hook Up: All utility connections shall be located as indicated on site plans to accommodate hook-up at the site at the locations indicated on the plans. Utilities hook-up, which is not part of the base bid and can be added by change order. The District's Architect will provide the plan(s).
- 4. Grounding of Building Components: Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc. is the responsibility of the contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc. shall be installed by the district and ready for testing, which is not part of the base bid and can be added by change order, in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.
- 5. Certification of Compliance: The Contractor will provide to the District for each building delivered, a letter or certification that said building was built and installed in compliance with the project's technical specification as well as with all local codes, laws, and regulations applicable to relocatable buildings.

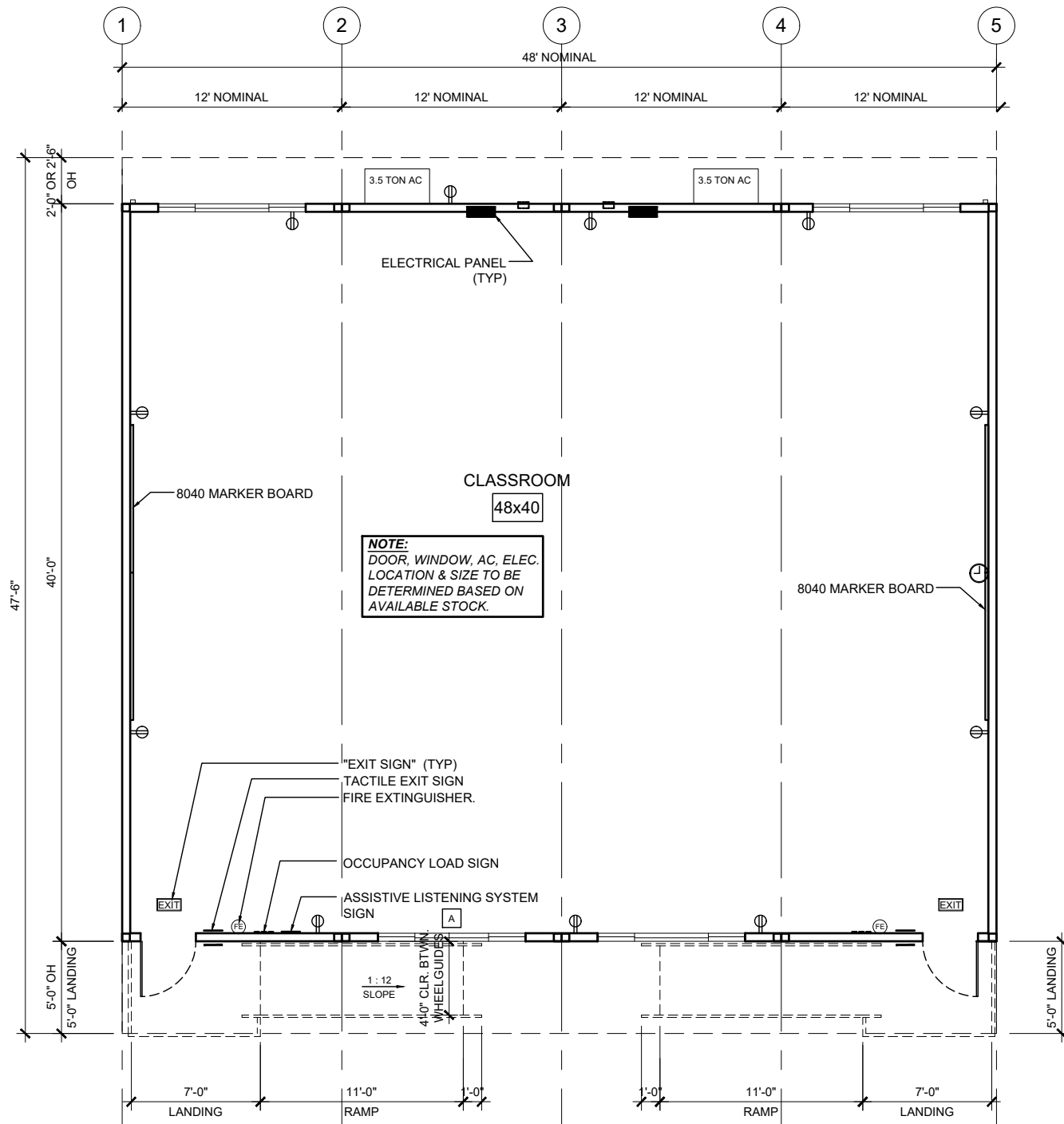
END OF TECHNICAL SPECIFICATION



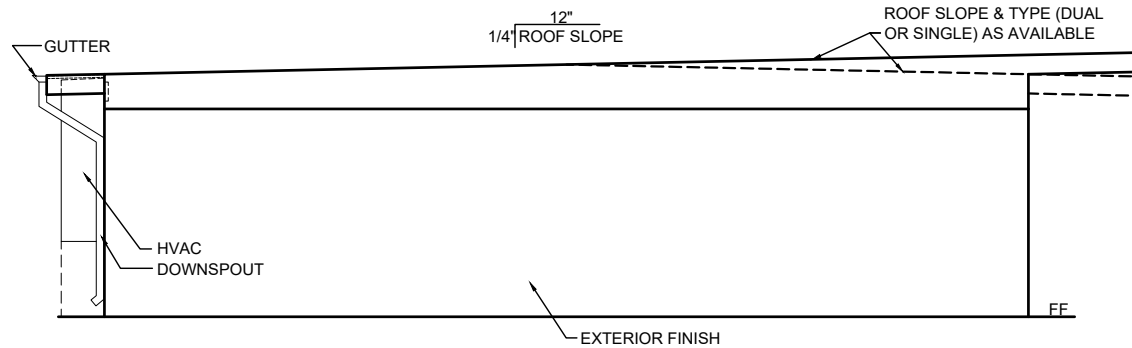
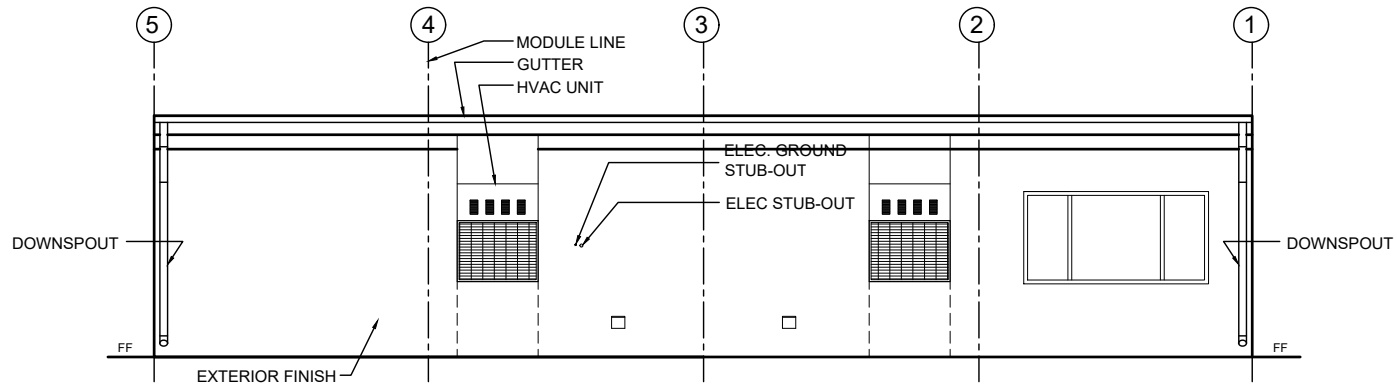
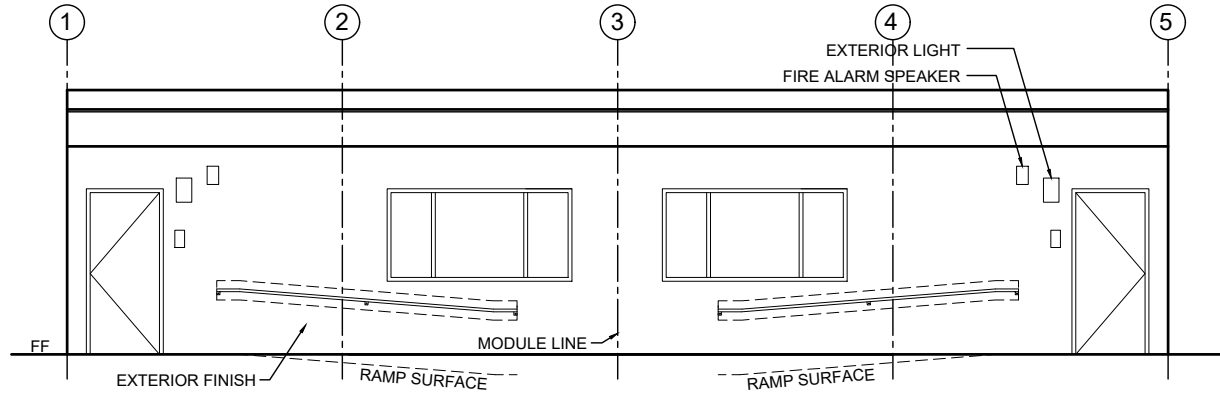
MODEL "A" 24x40 REFURBISHED CLASSROOM



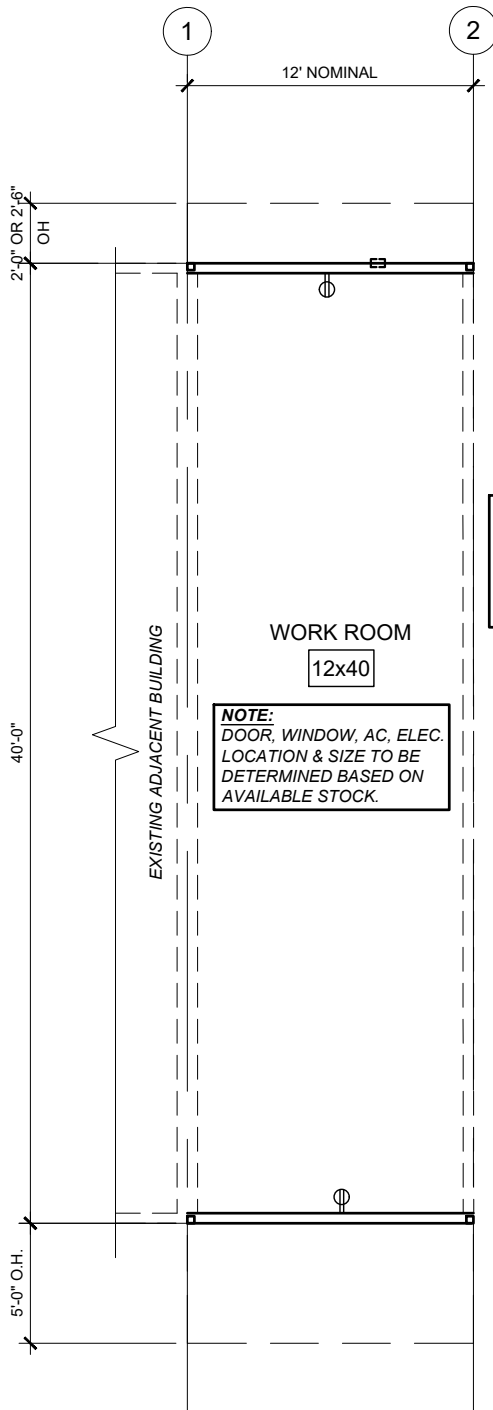
MODEL "B" 36x40 REFURBISHED CLASSROOM



MODEL "C" 48x40 REFURBISHED CLASSROOM (FLOOR PLAN)

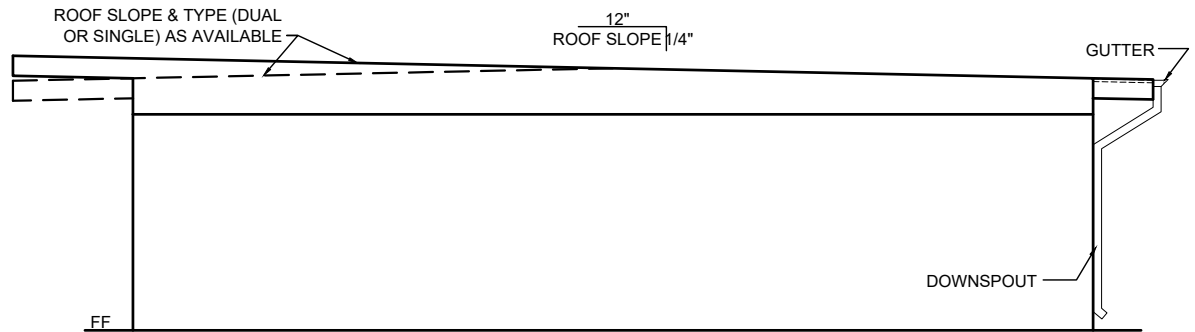
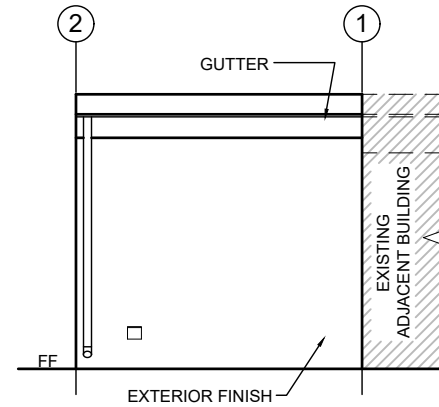
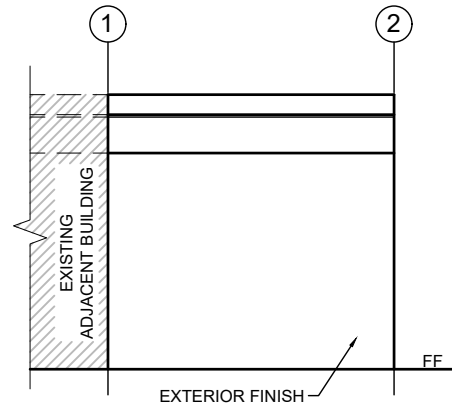


MODEL "C" 48x40 REFURBISHED CLASSROOM (EXT.ELEV.)

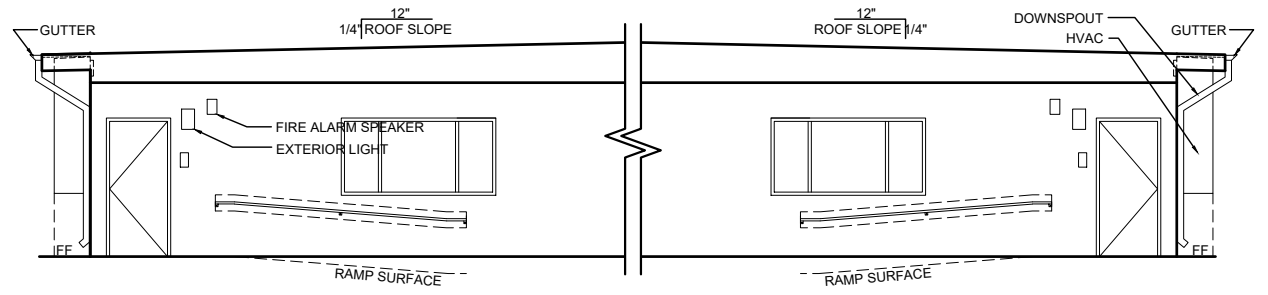
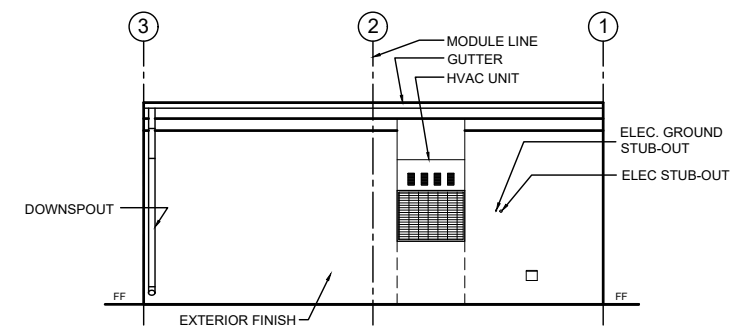
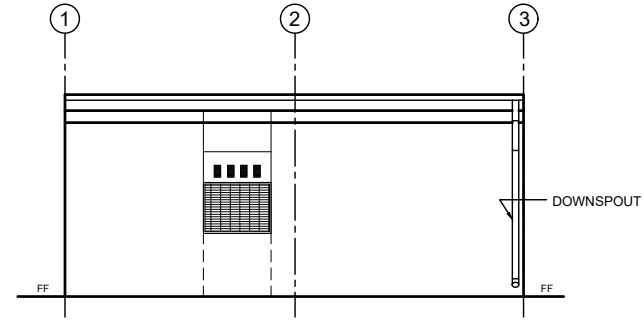
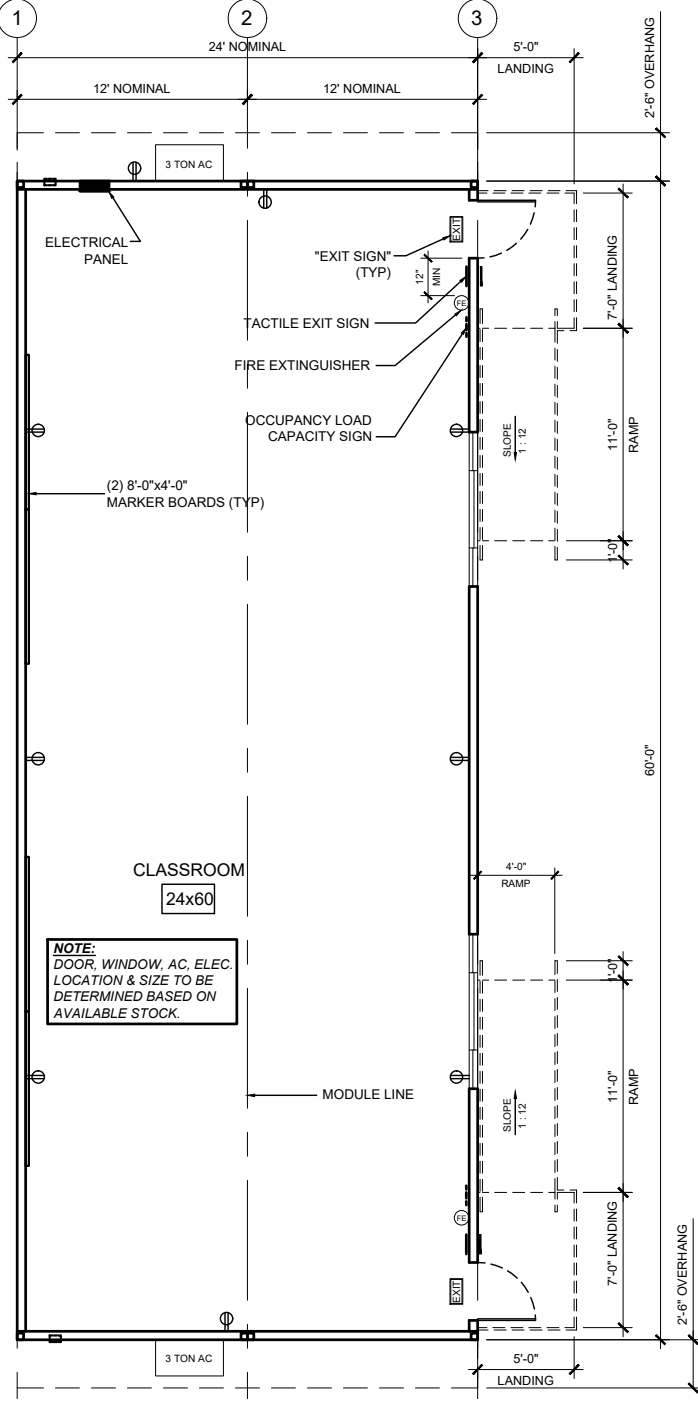


NOTE:
MODULE MAY BE
INSTALLED BETWEEN
EXISTING MODULES OR
AT THE END FOR
BUILDING EXPANSION

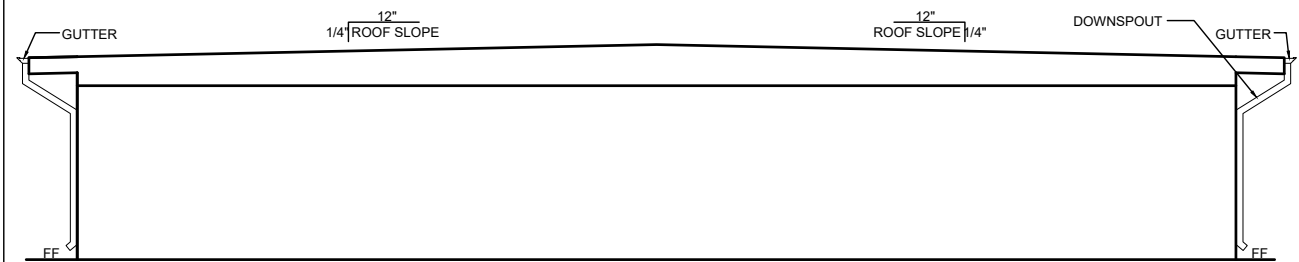
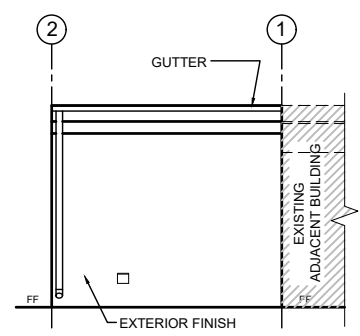
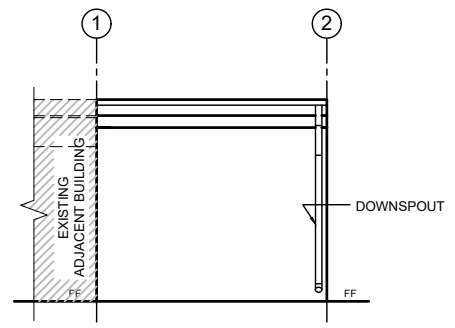
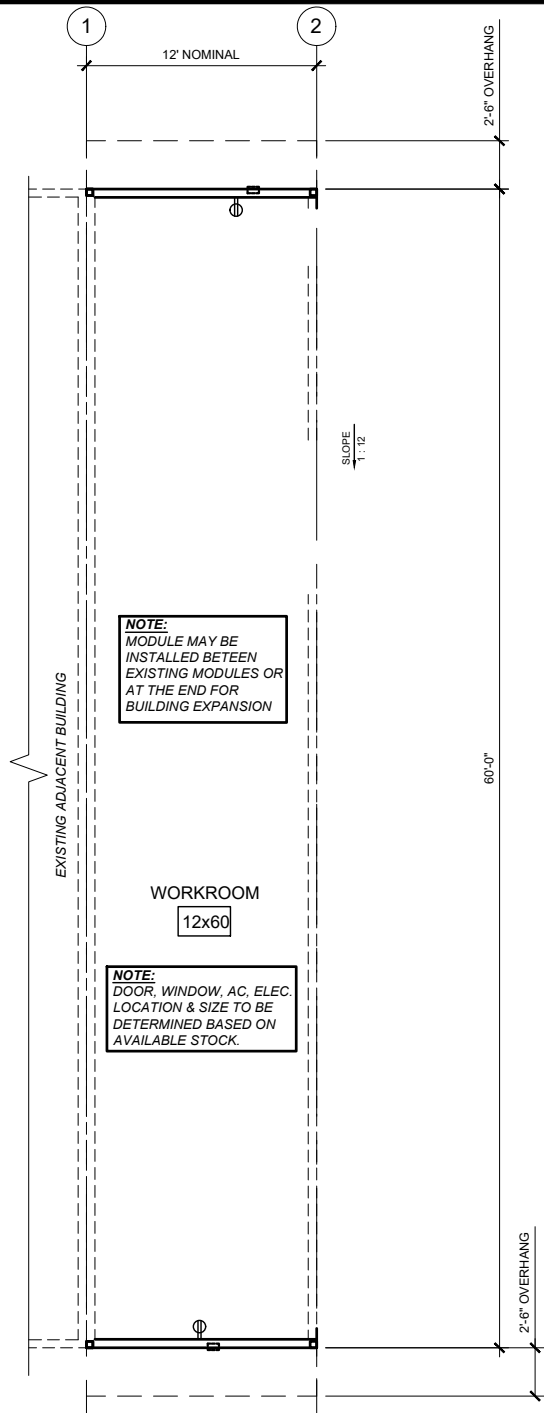
NOTE:
DOOR, WINDOW, AC, ELEC.
LOCATION & SIZE TO BE
DETERMINED BASED ON
AVAILABLE STOCK.



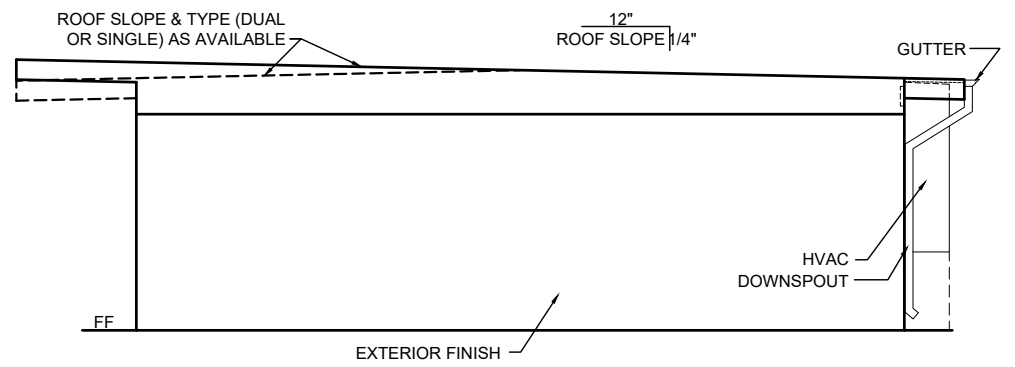
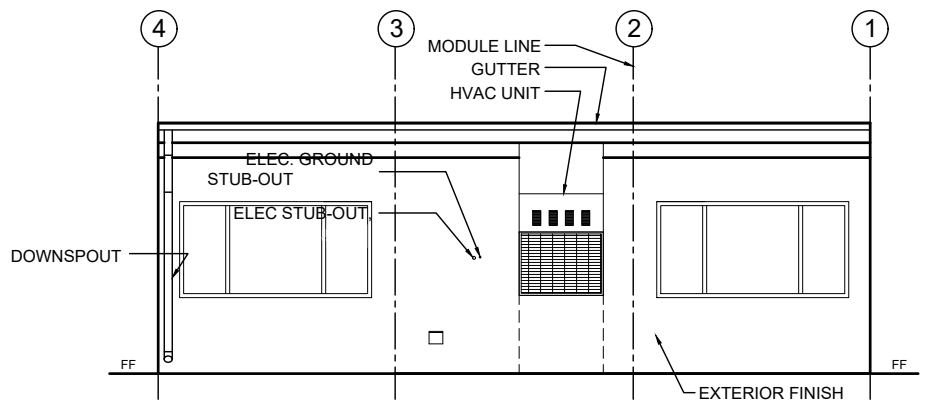
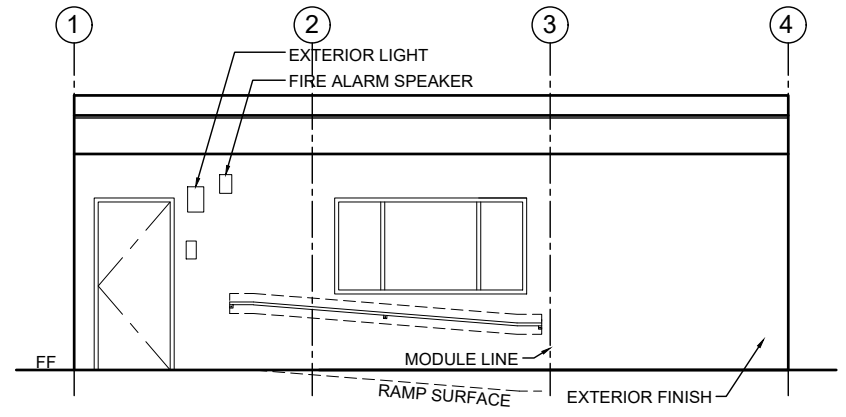
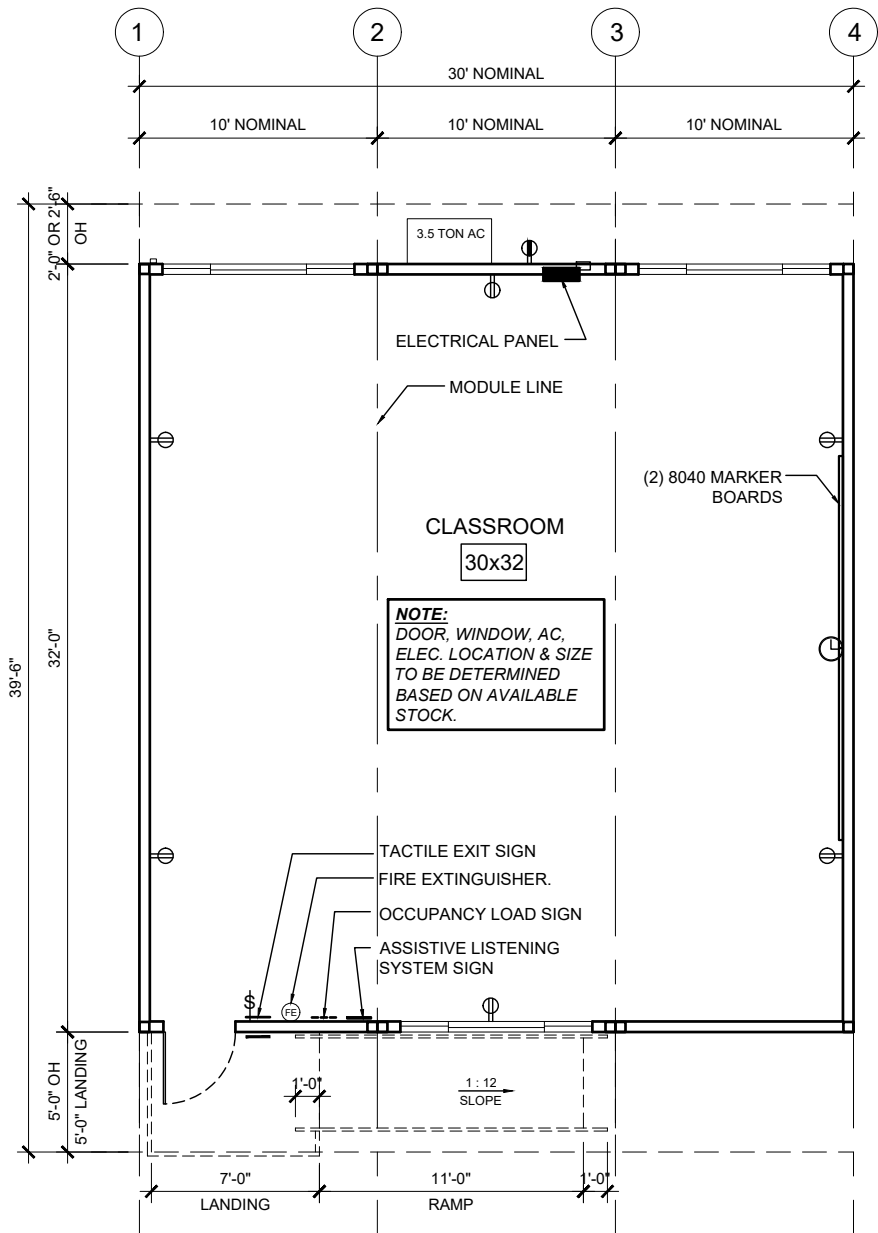
MODEL "D" 12x40 REFURBISHED ADD-ON MODULE



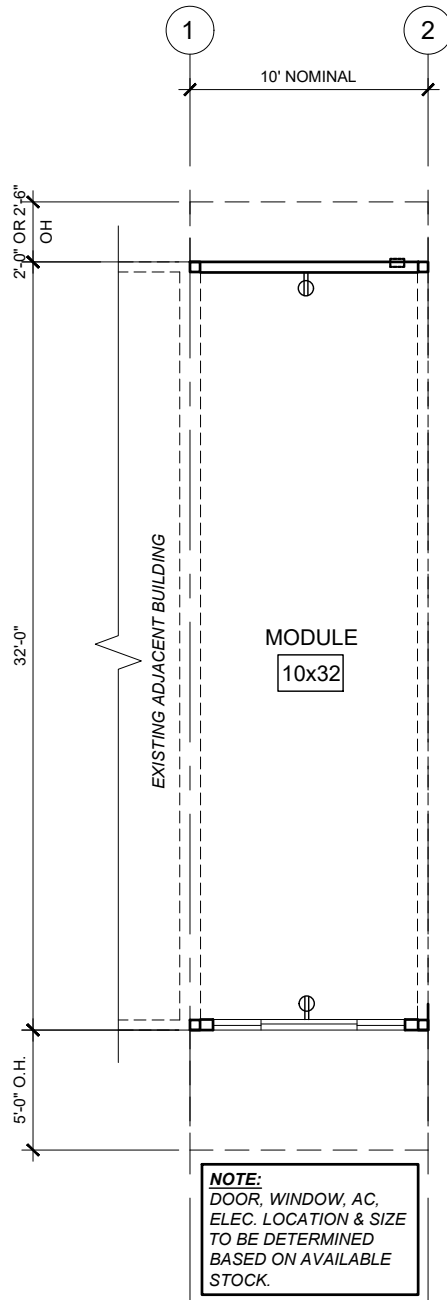
MODEL "E" 24x60 REFURBISHED CLASSROOM



MODEL "F" 12x60 REFURBISHED ADD-ON MODULE

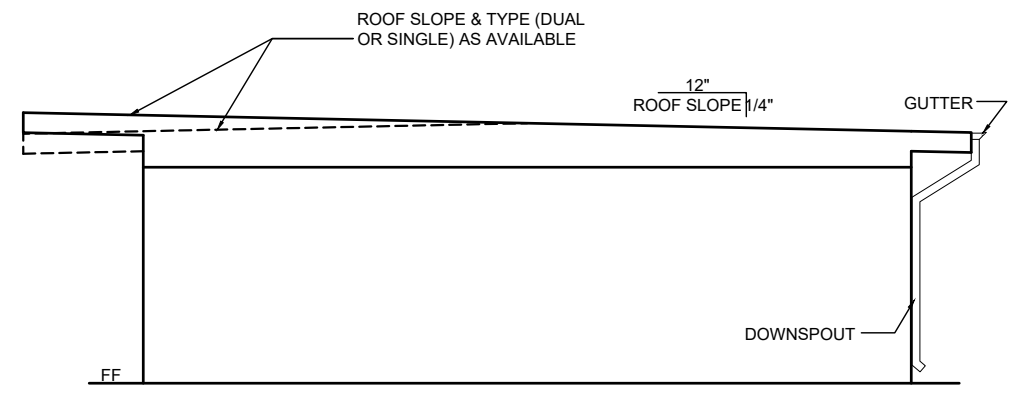
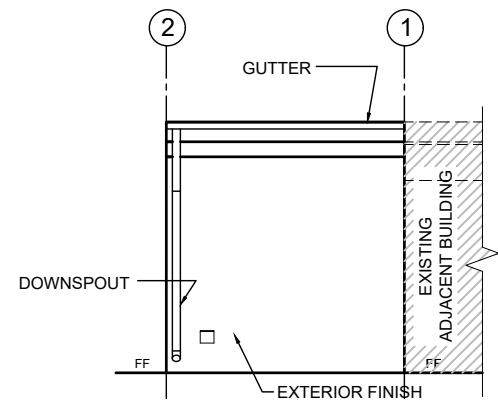
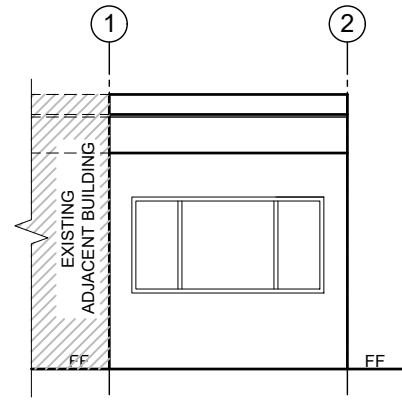


MODEL "G" 30x32 REFURBISHED CLASSROOM

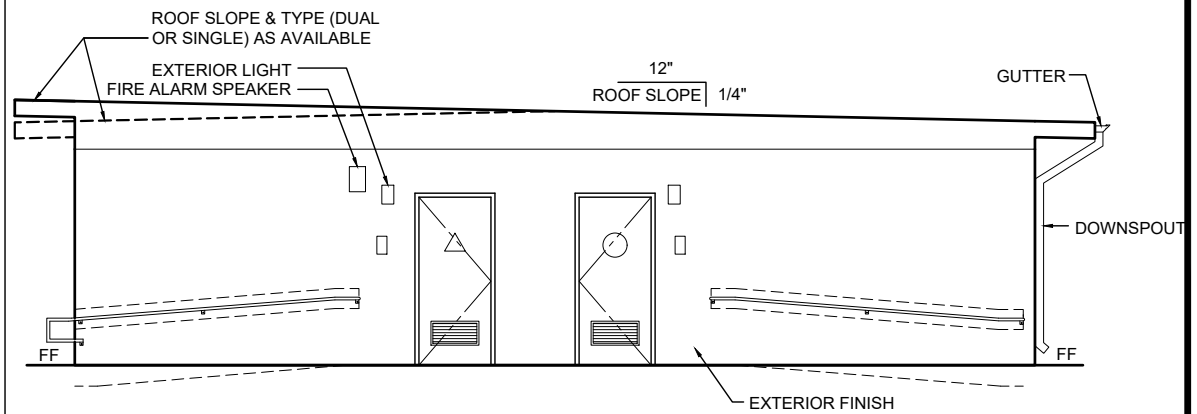
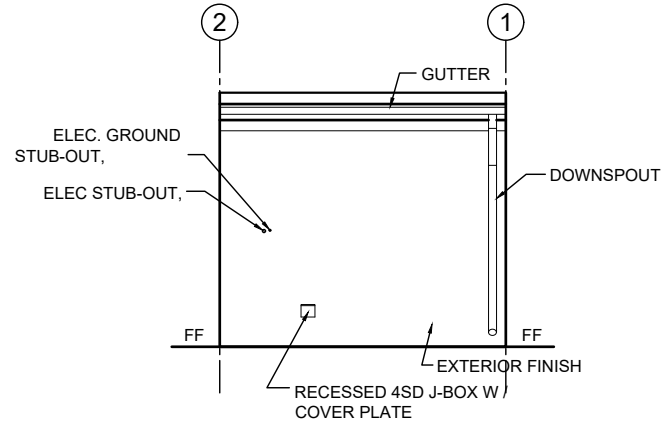
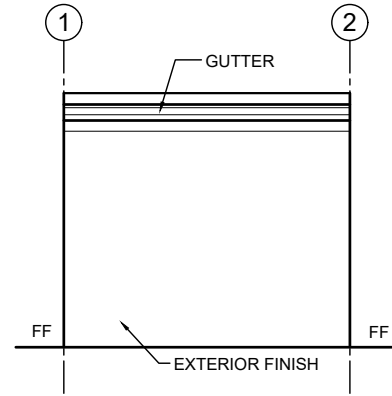
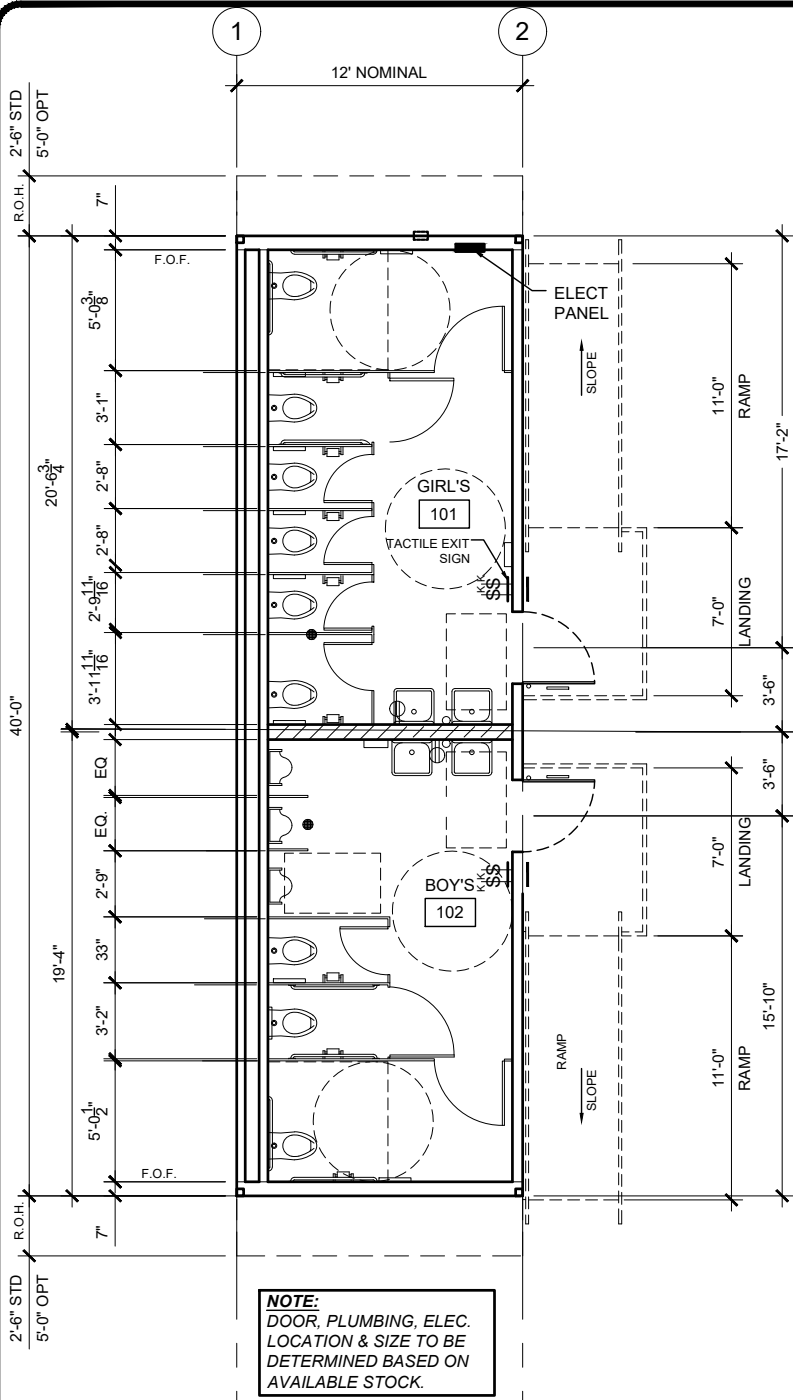


NOTE:
MODULE MAY BE
INSTALLED BETWEEN
EXISTING MODULES OR
AT THE END FOR
BUILDING EXPANSION

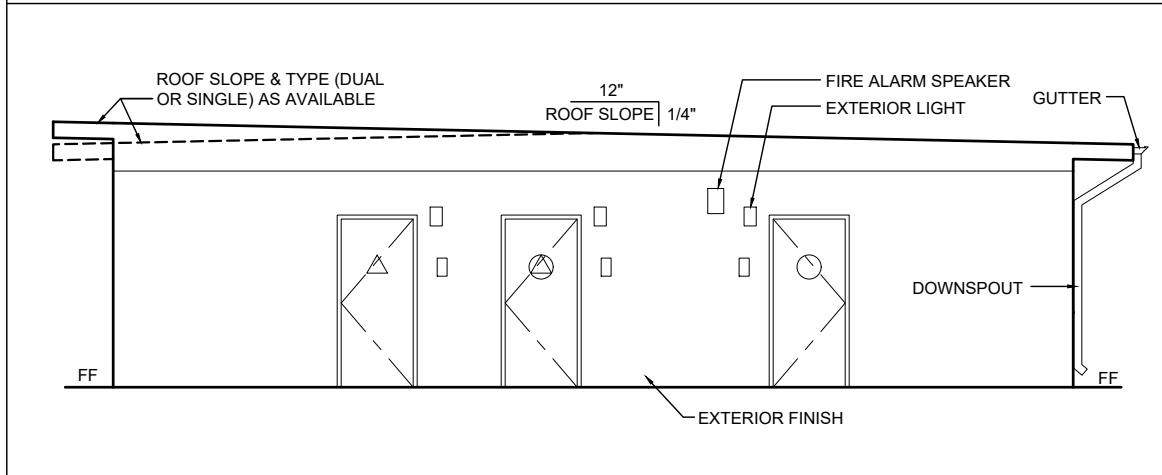
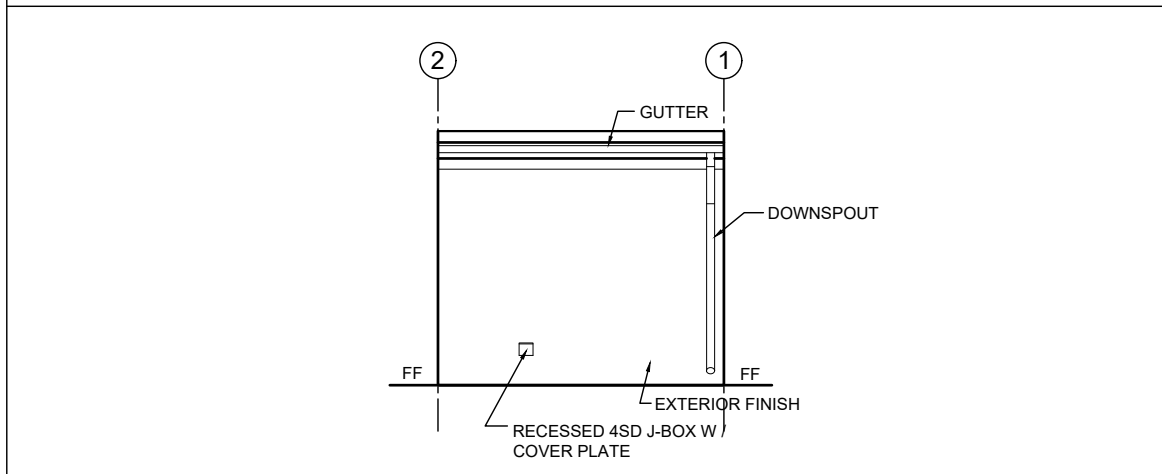
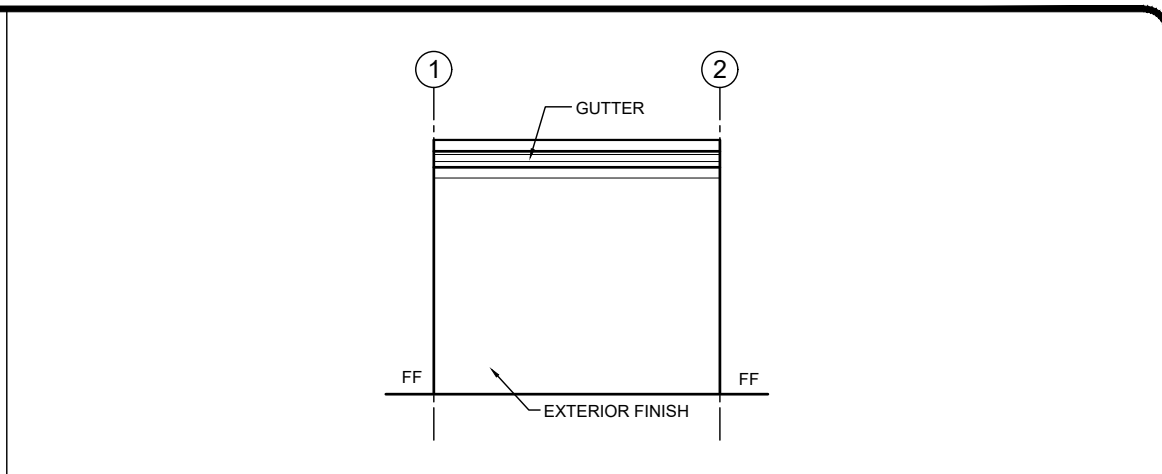
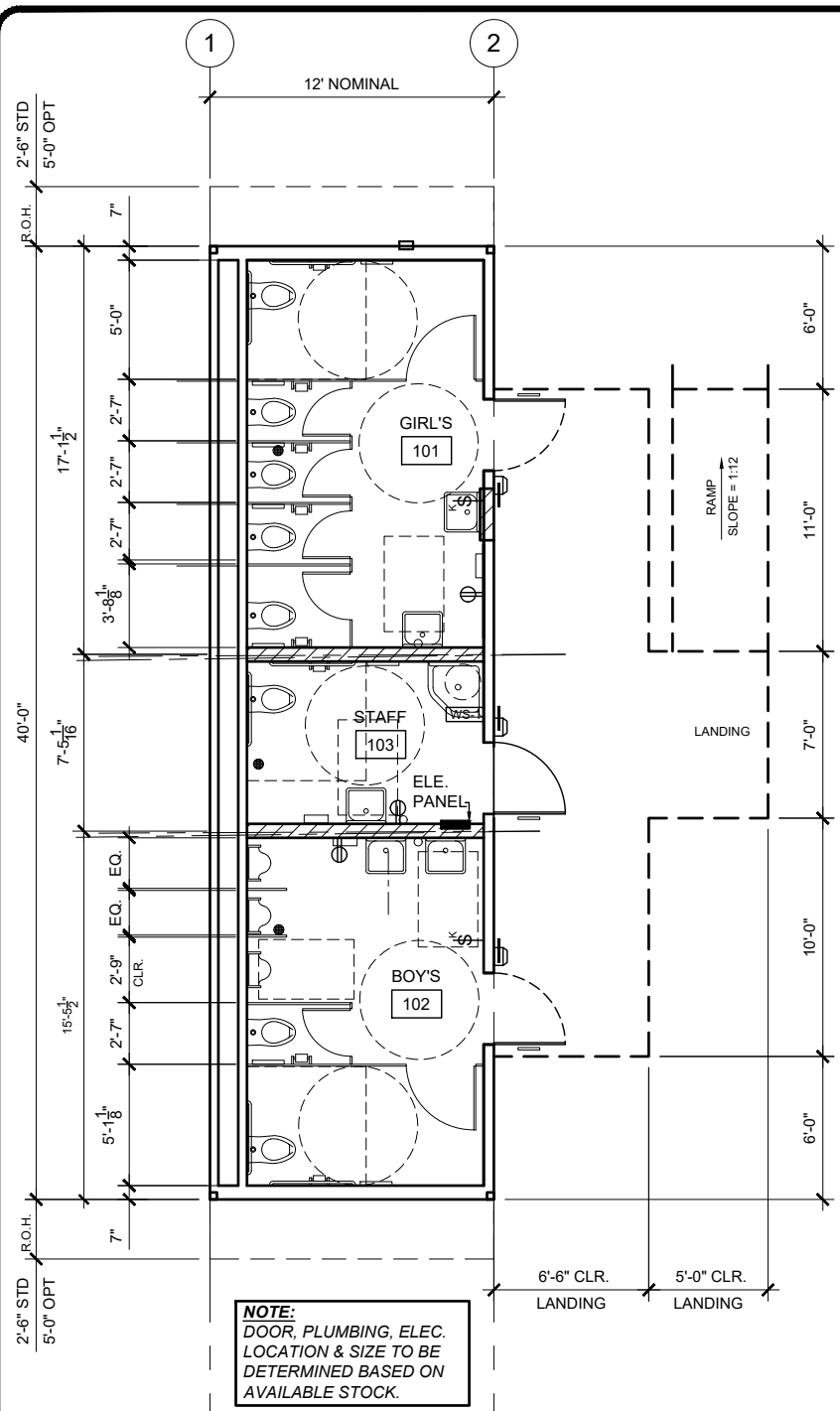
NOTE:
DOOR, WINDOW, AC,
ELEC. LOCATION & SIZE
TO BE DETERMINED
BASED ON AVAILABLE
STOCK.



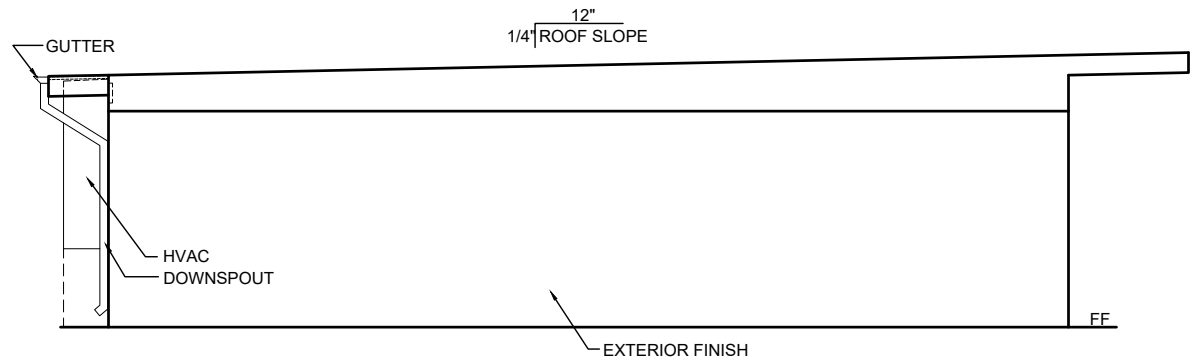
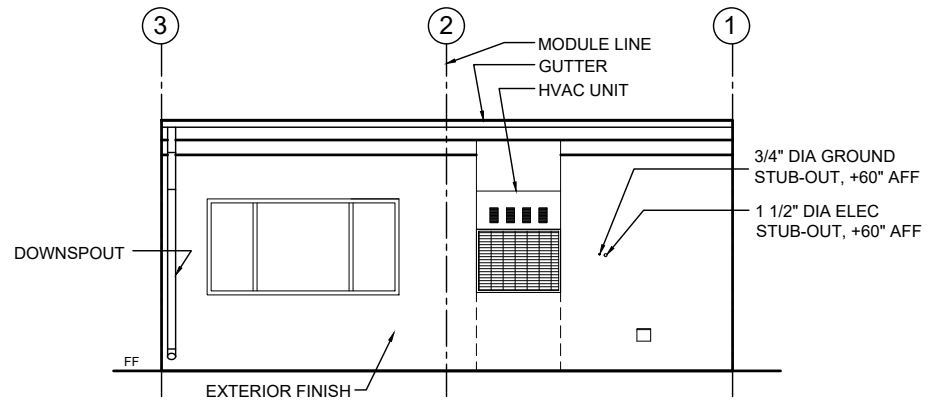
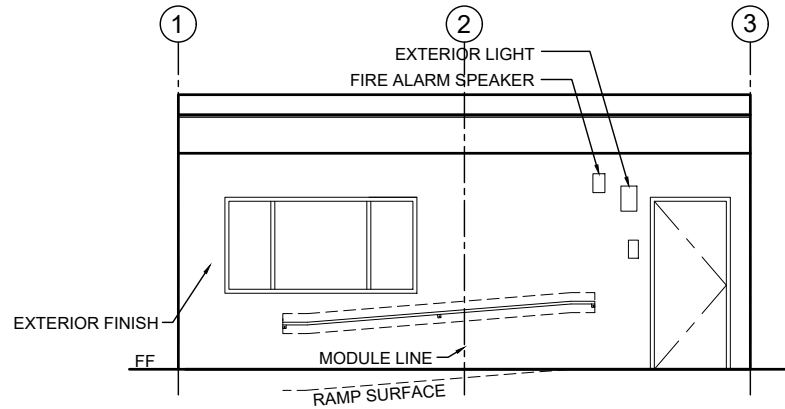
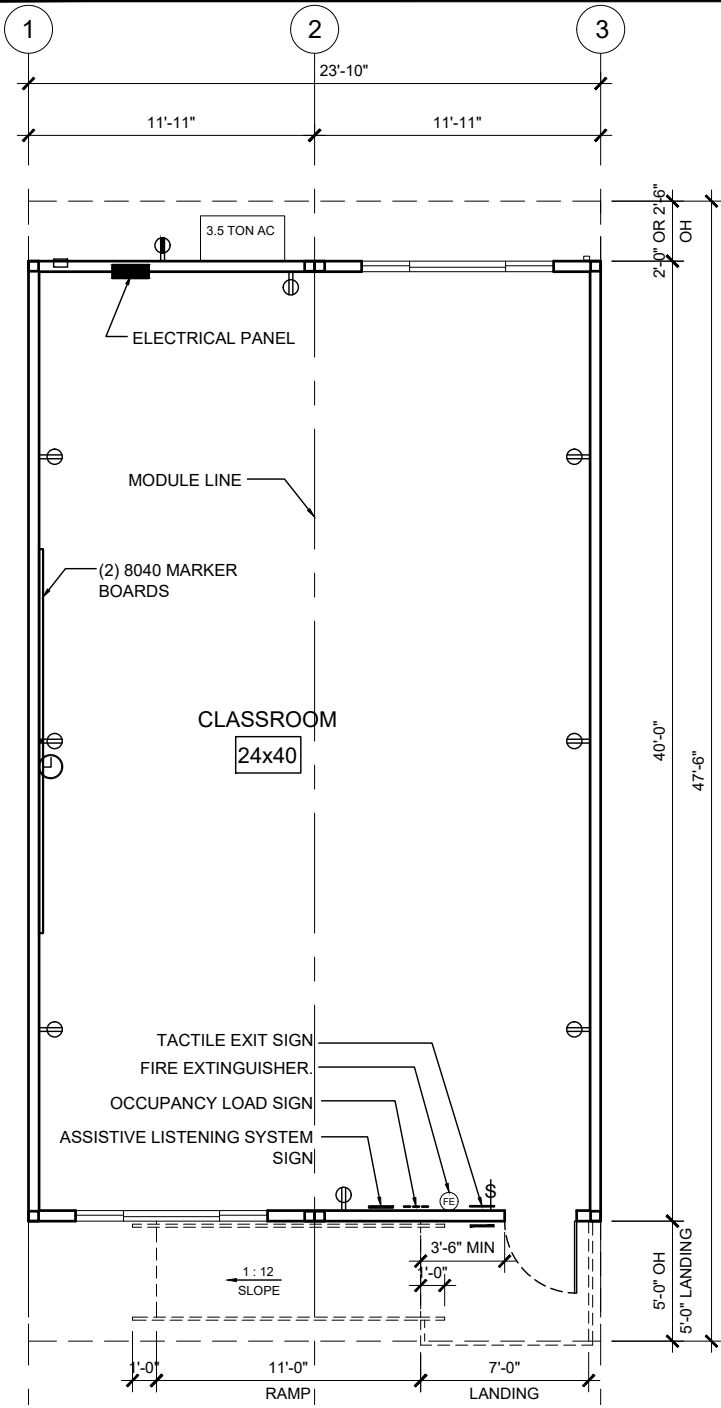
MODEL "H" 10x32 REFURBISHED ADD-ON MODULE



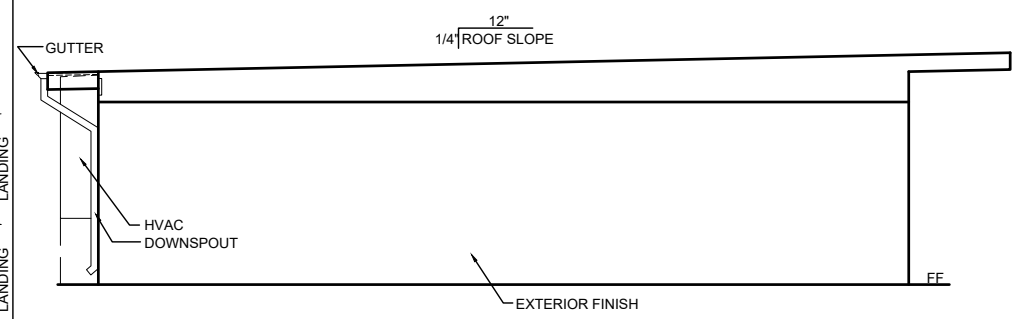
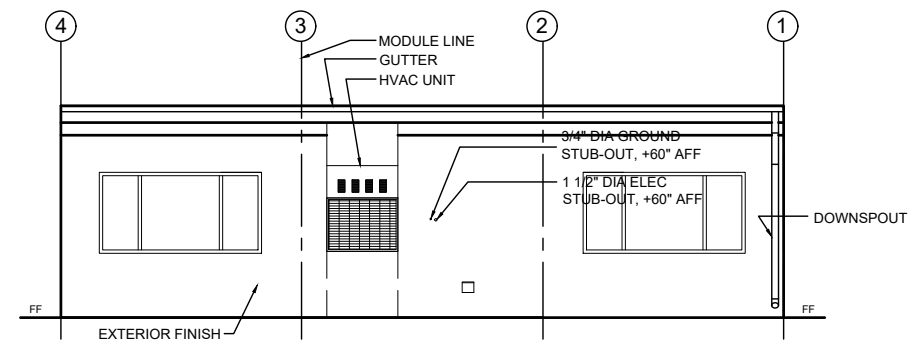
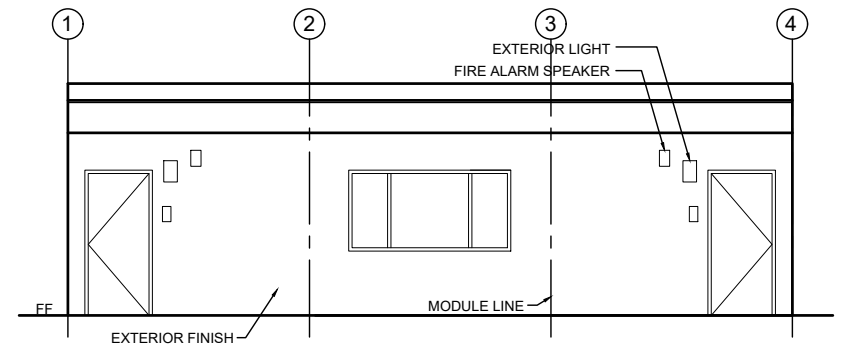
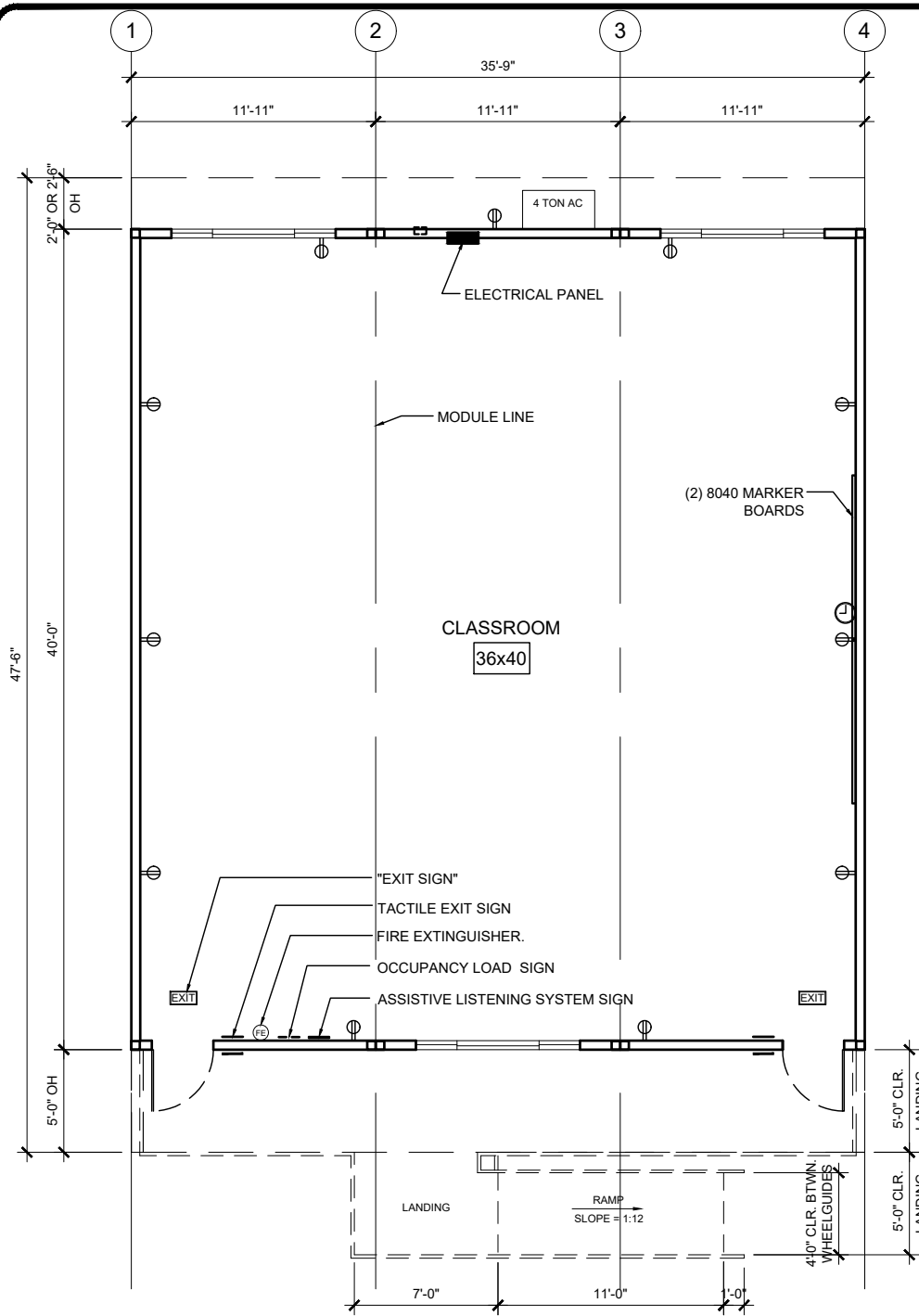
MODEL "J" 12x40 REFURBISHED RESTROOM B/G



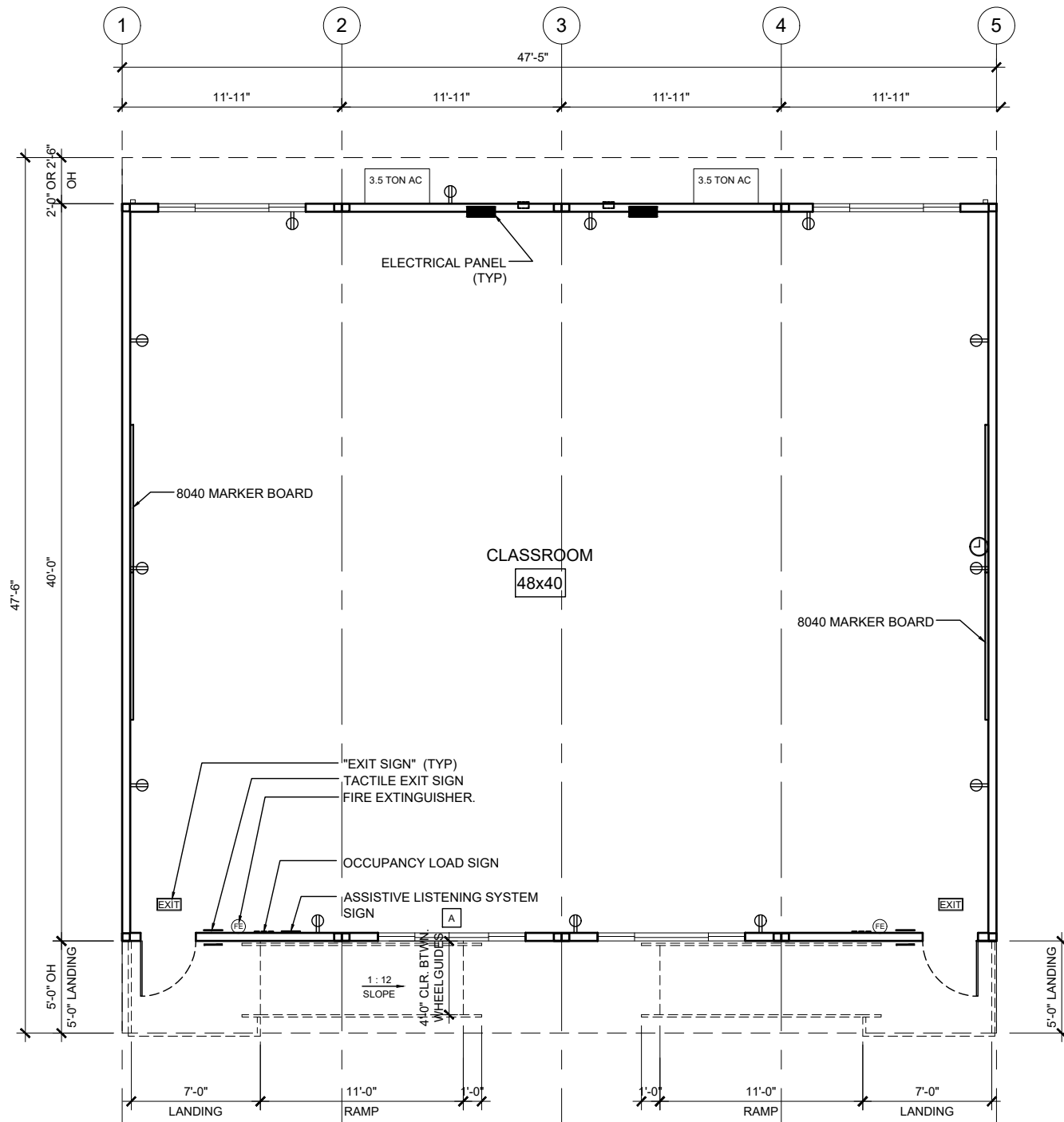
MODEL "K" 12x40 REFURBISHED RESTROOM B/S/G



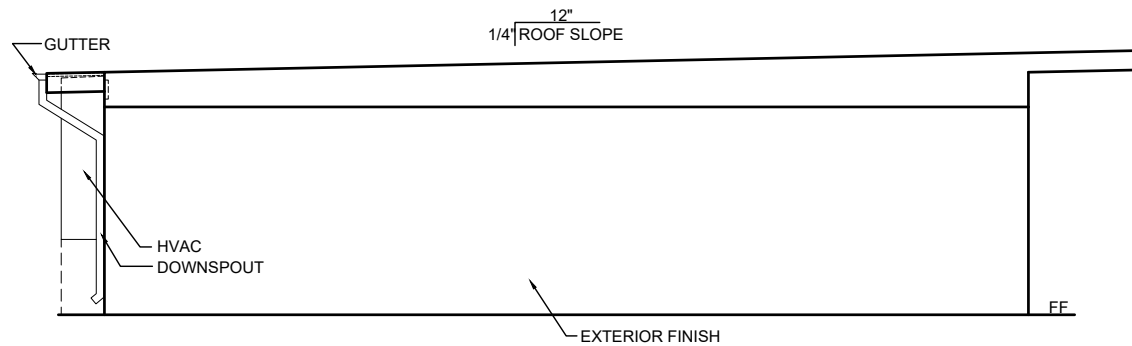
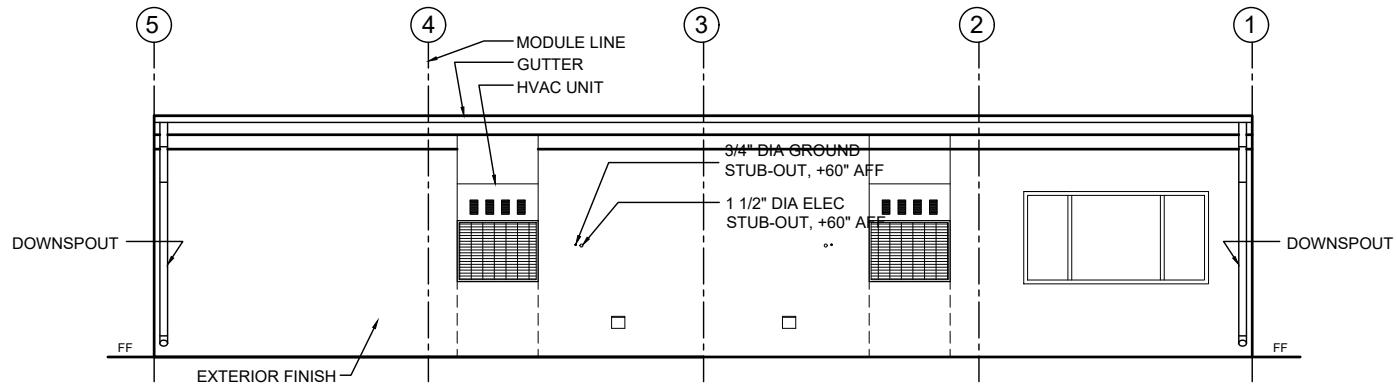
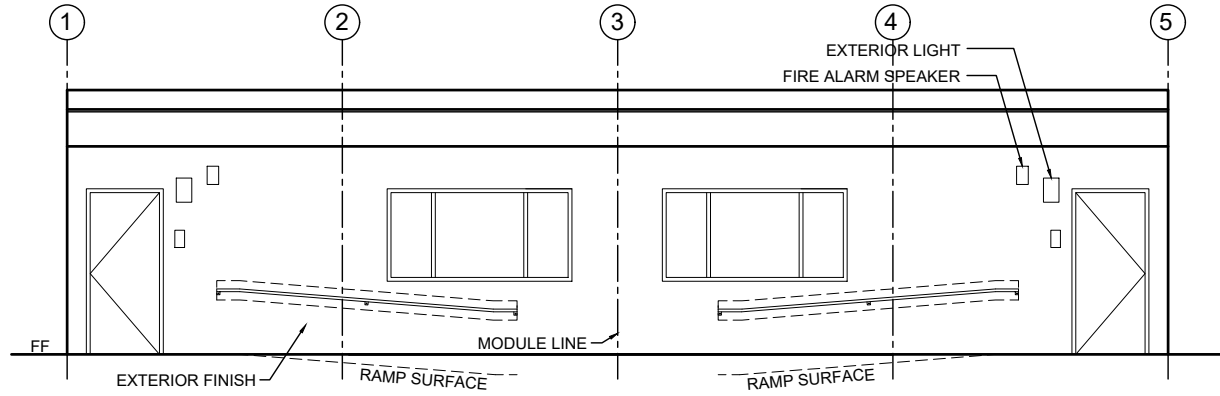
MODEL "M" 24x40 NEW CLASSROOM



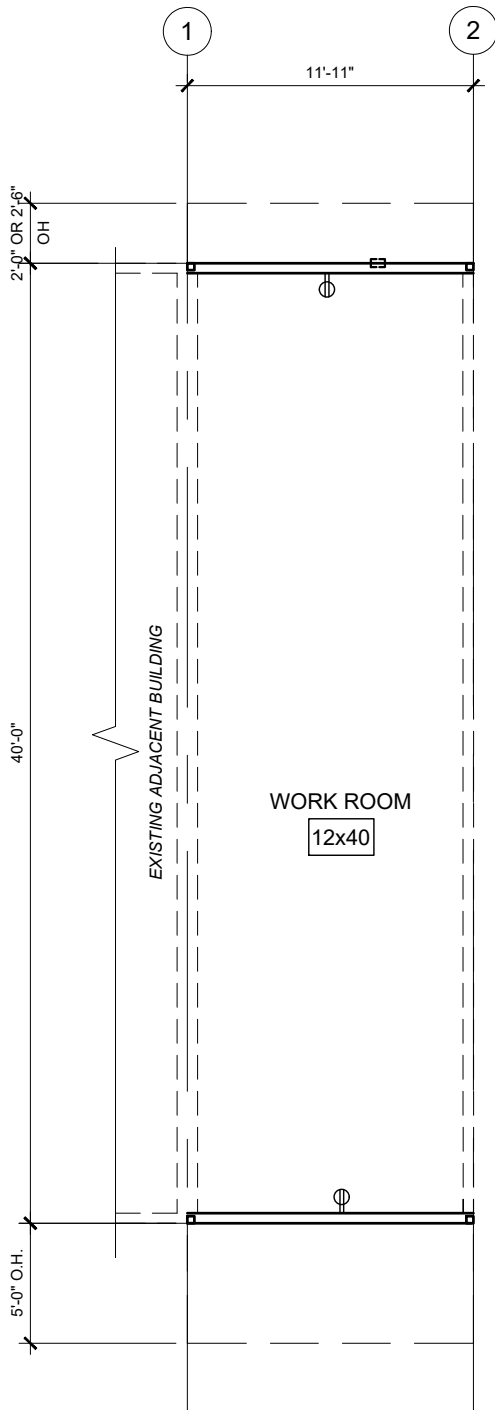
MODEL "N" 36x40 NEW CLASSROOM



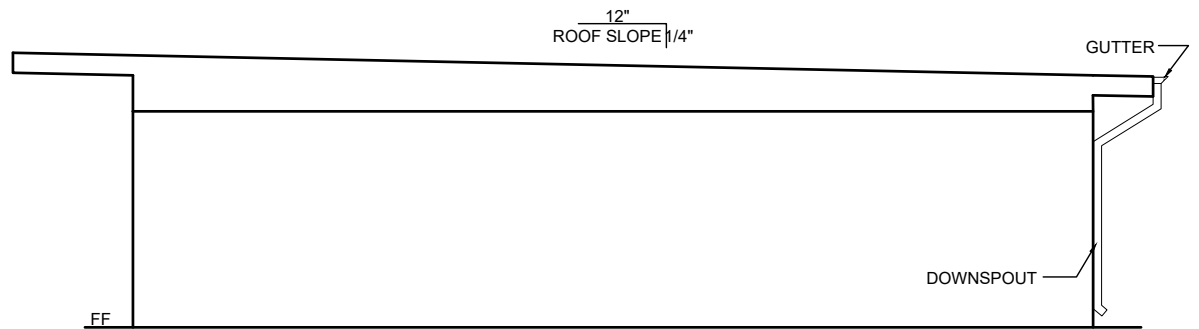
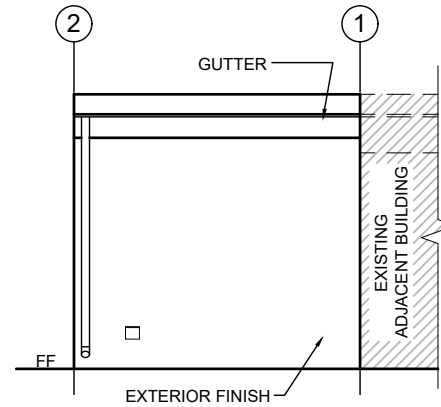
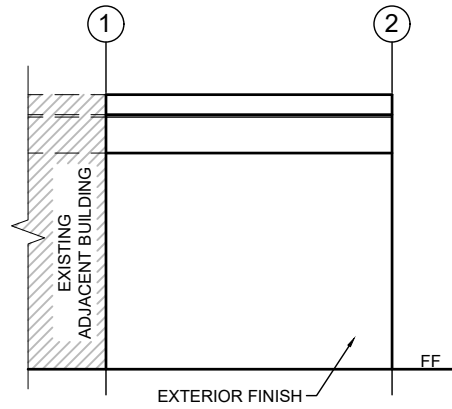
MODEL "O" 48x40 NEW CLASSROOM (FLOOR PLAN)



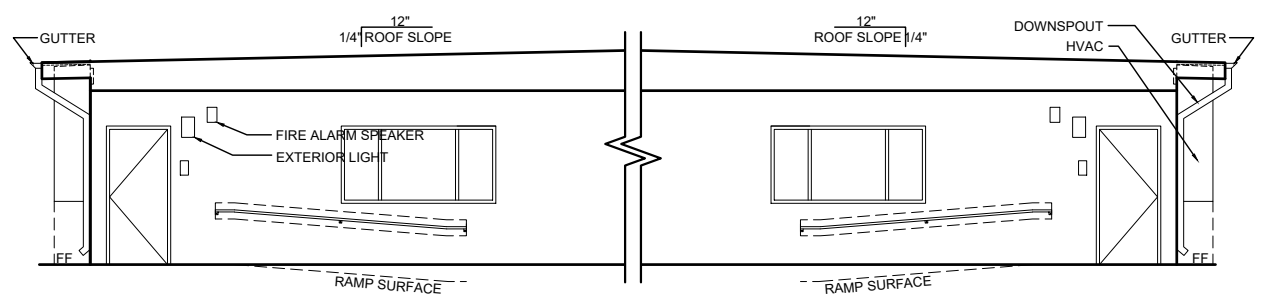
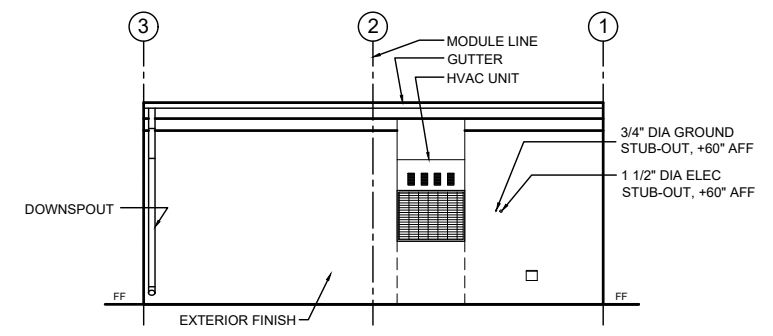
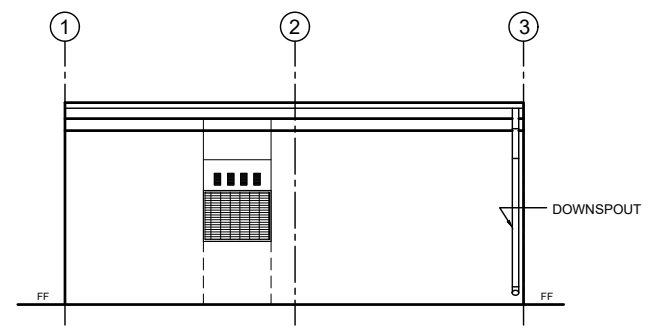
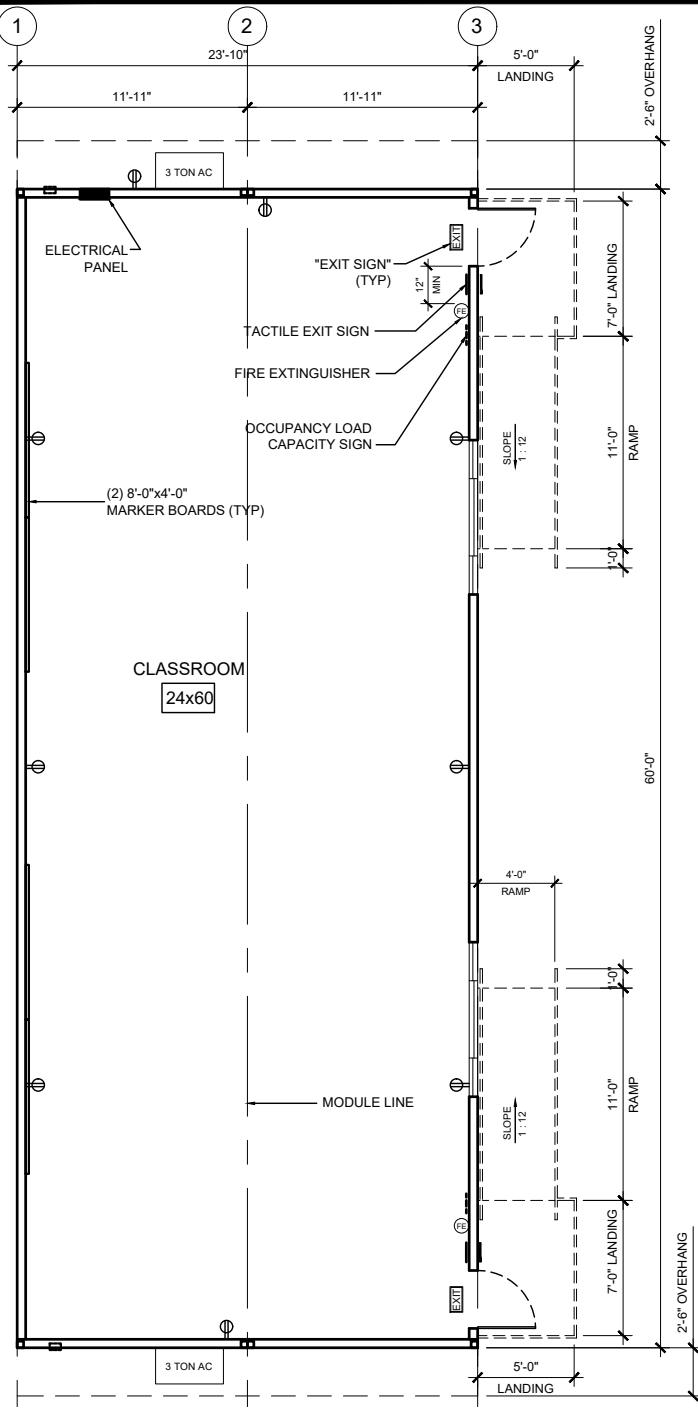
MODEL "O" 48x40 NEW CLASSROOM (EXT.ELEV.)



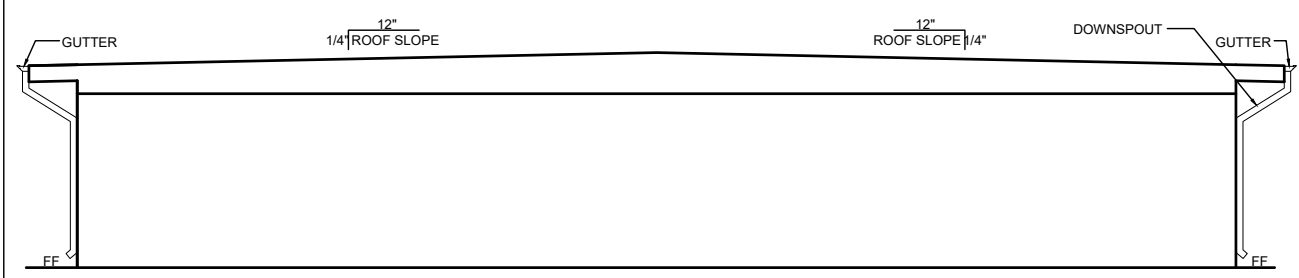
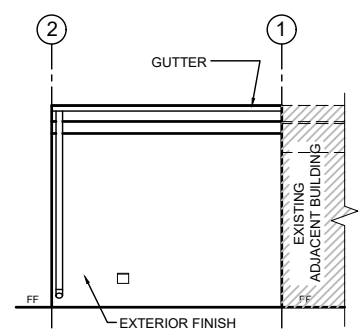
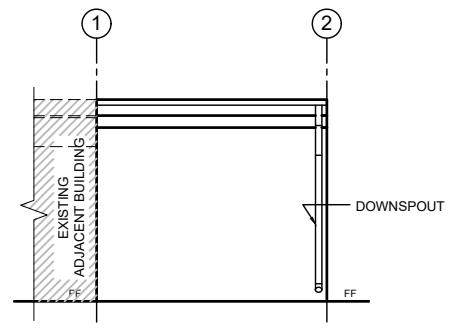
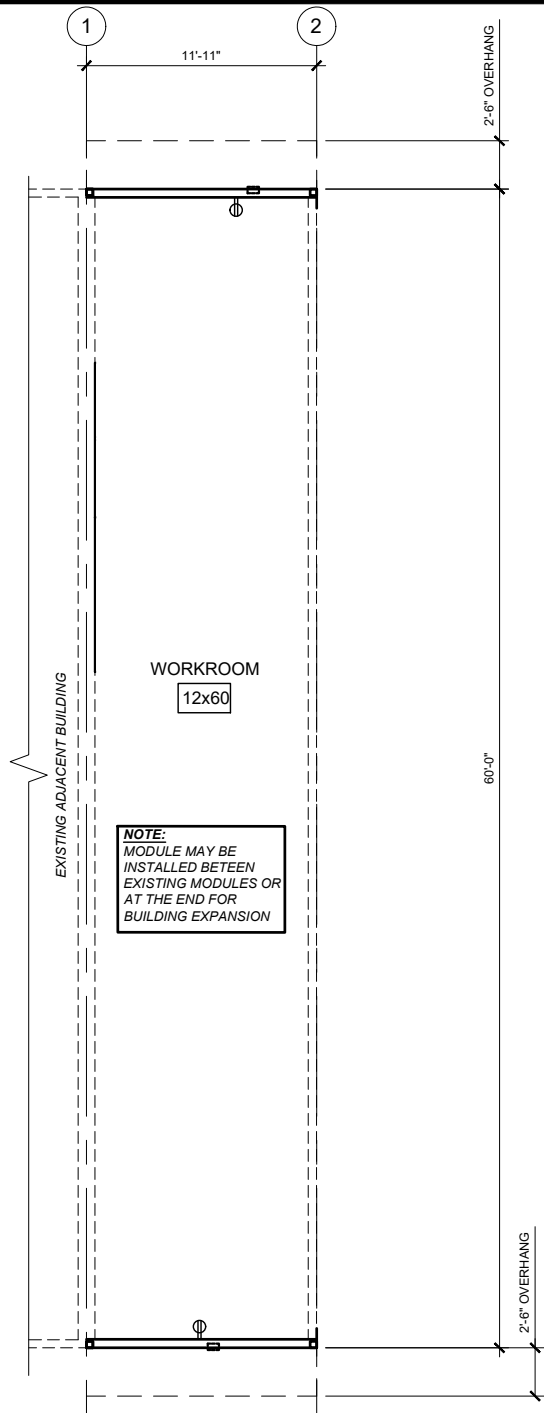
NOTE:
 MODULE MAY BE
 INSTALLED BETWEEN
 EXISTING MODULES OR
 AT THE END FOR
 BUILDING EXPANSION



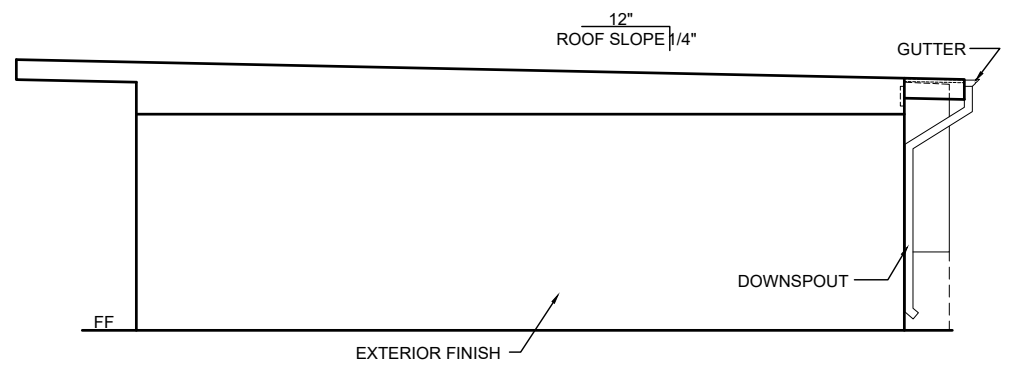
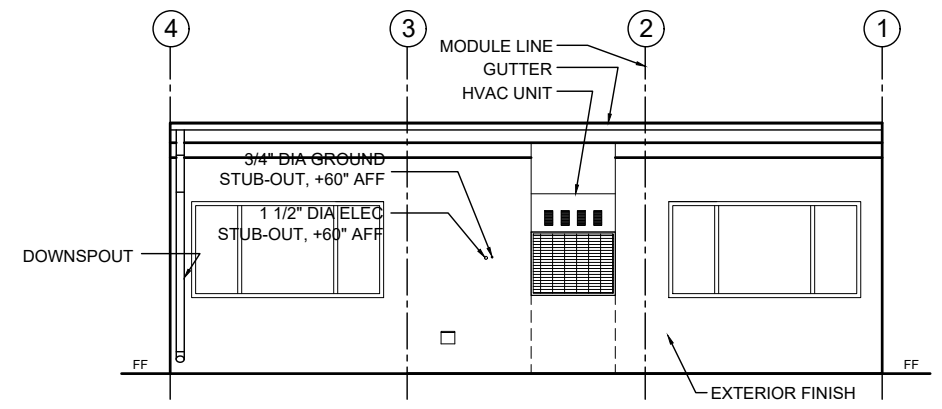
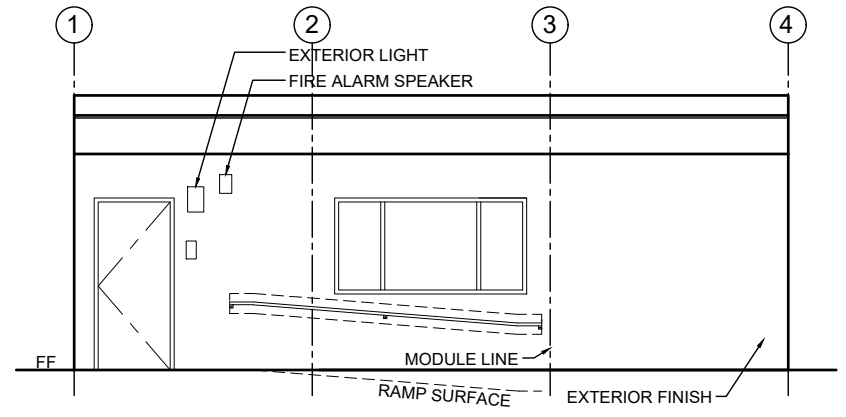
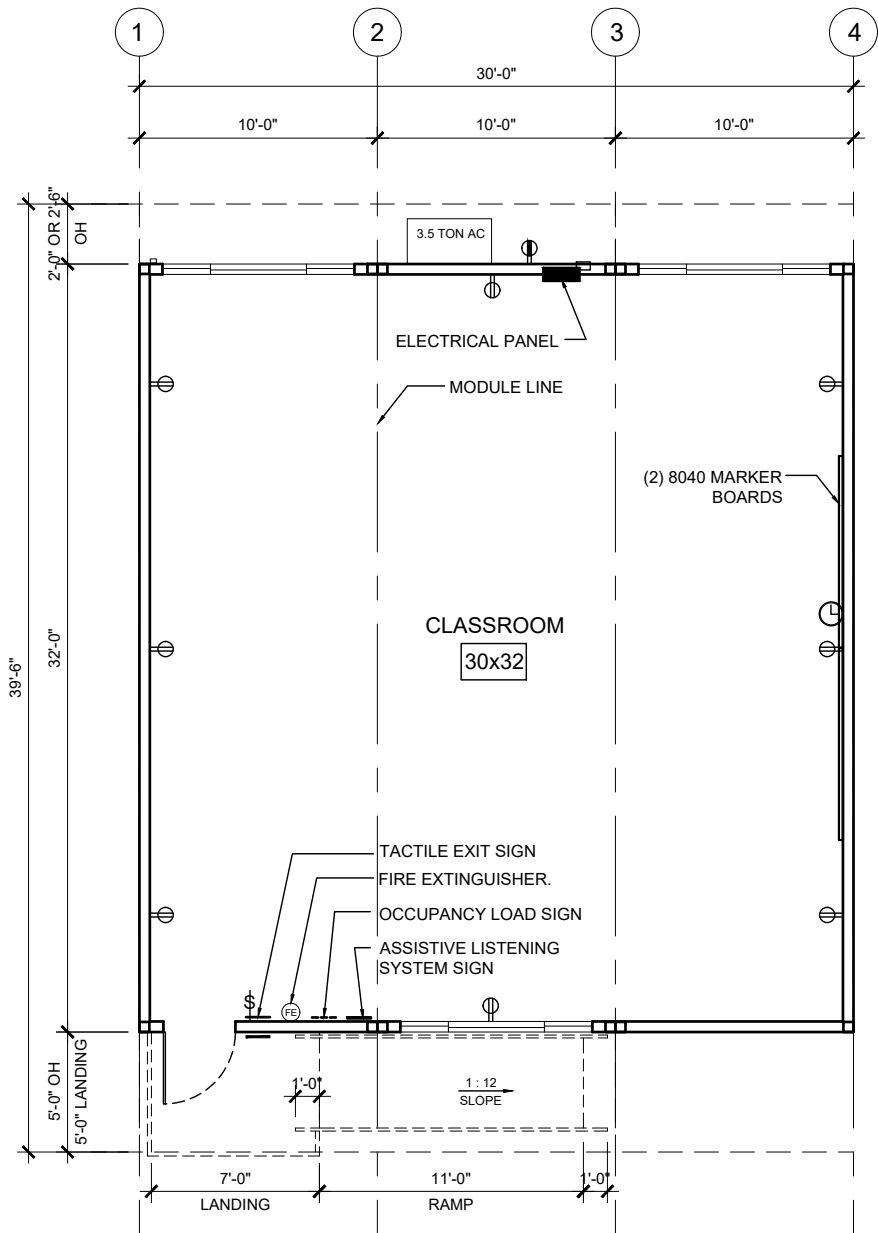
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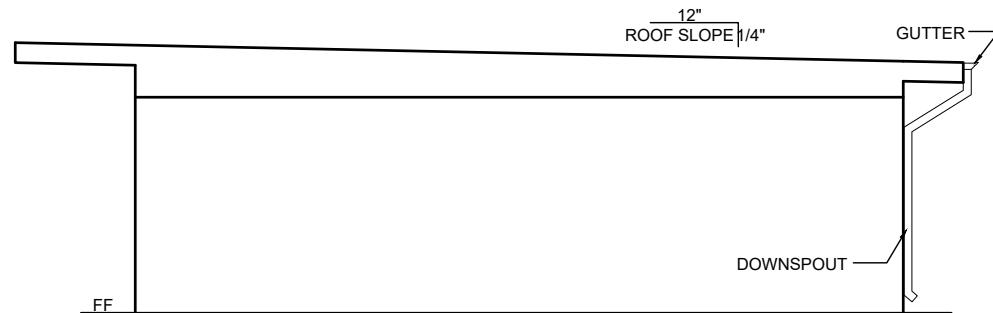
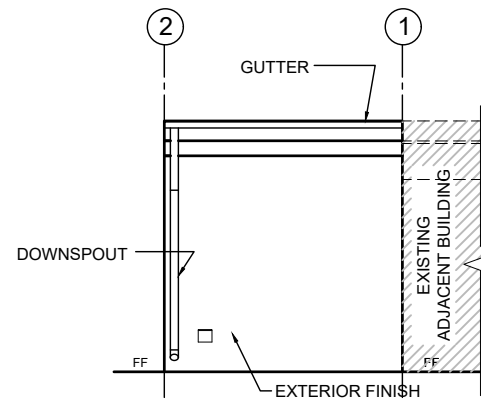
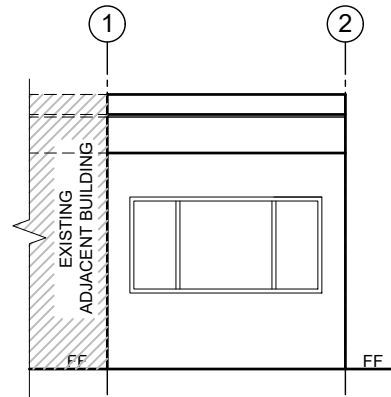
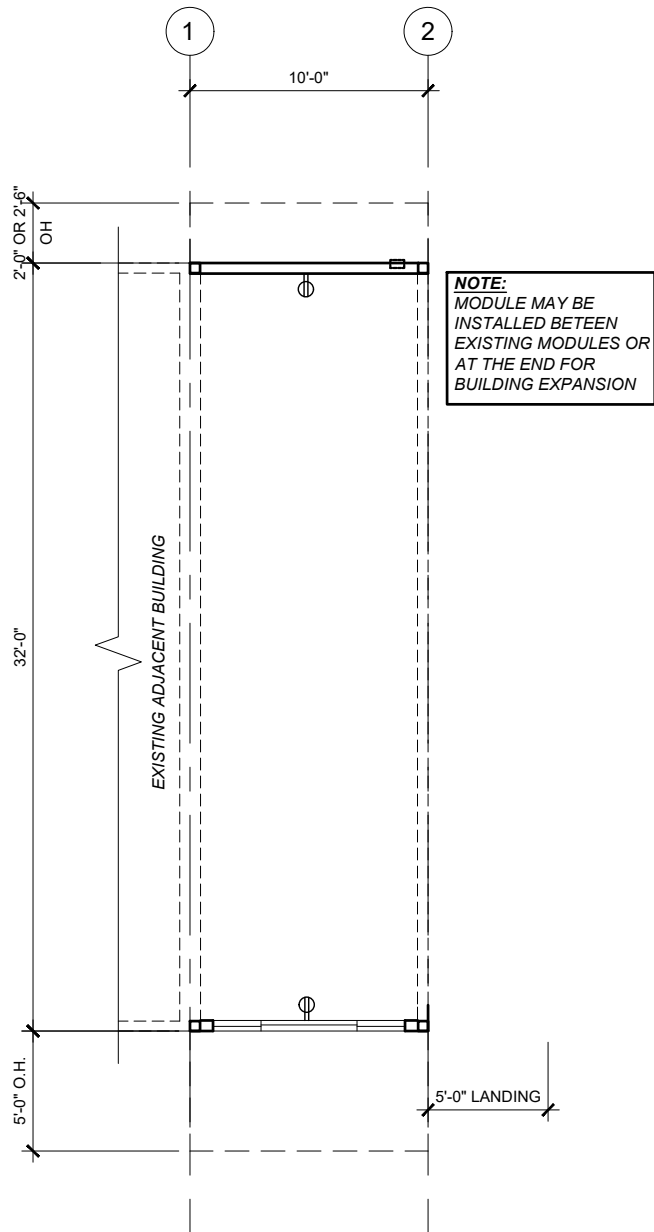
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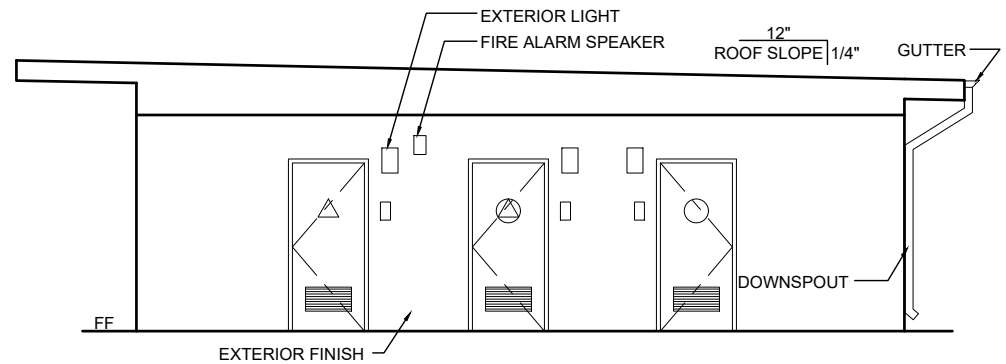
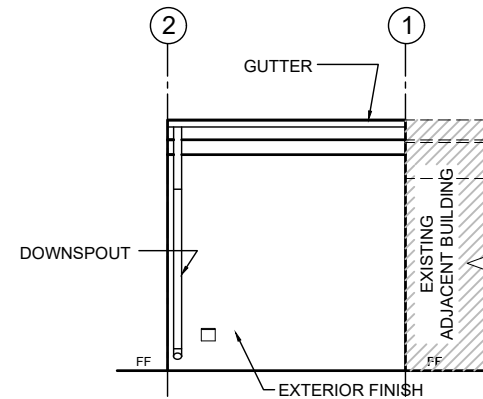
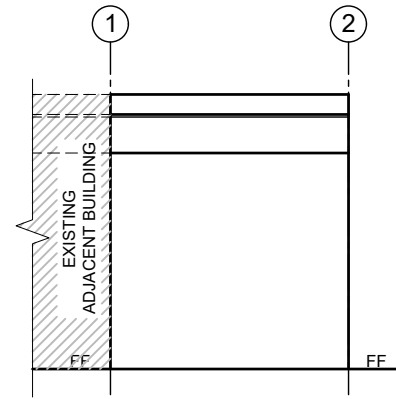
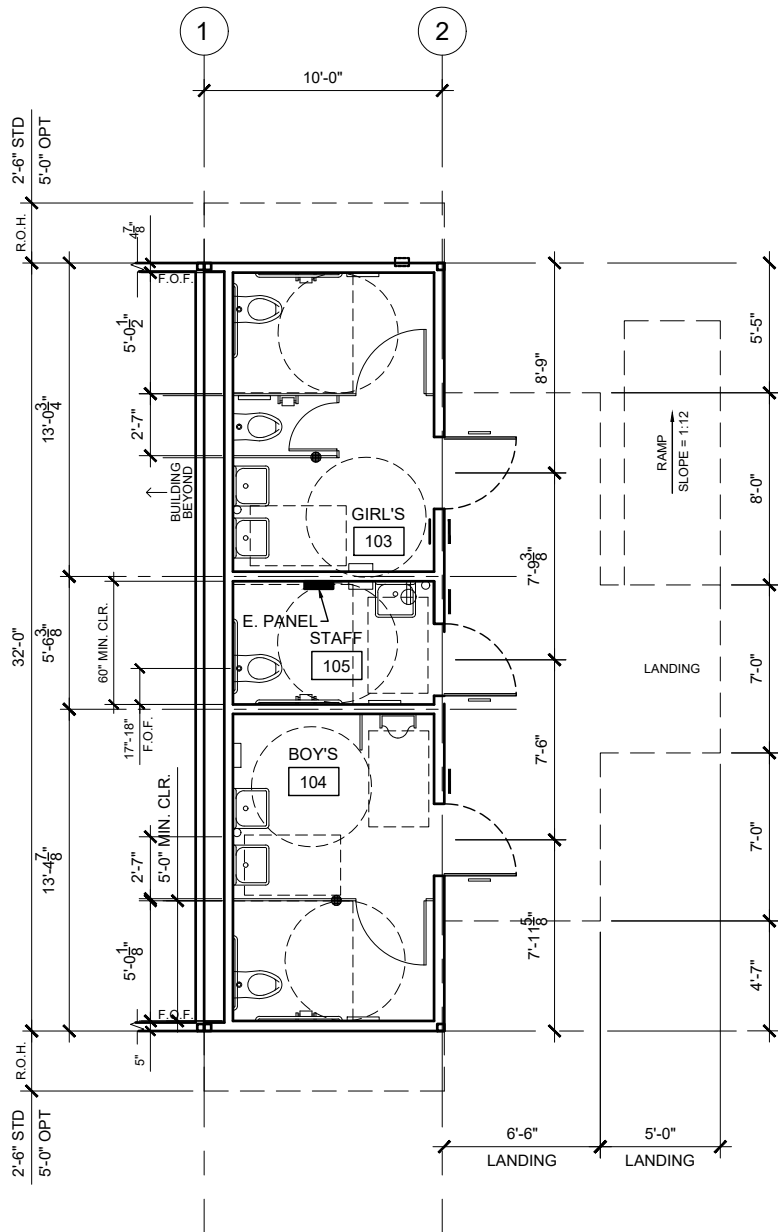
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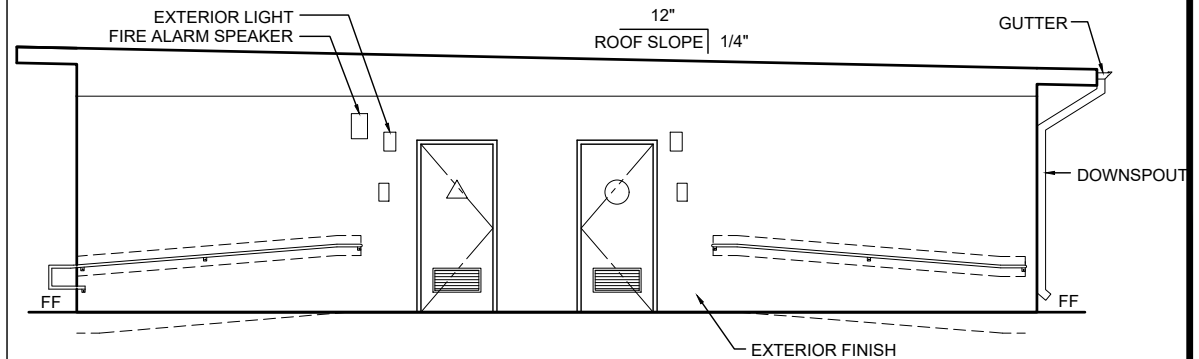
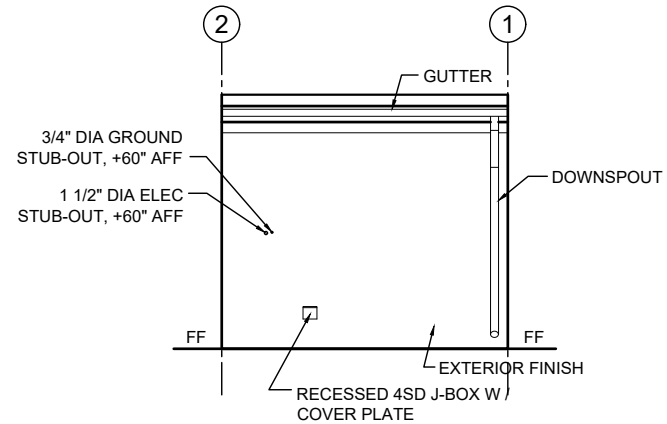
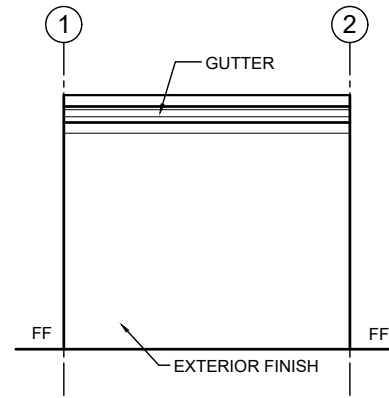
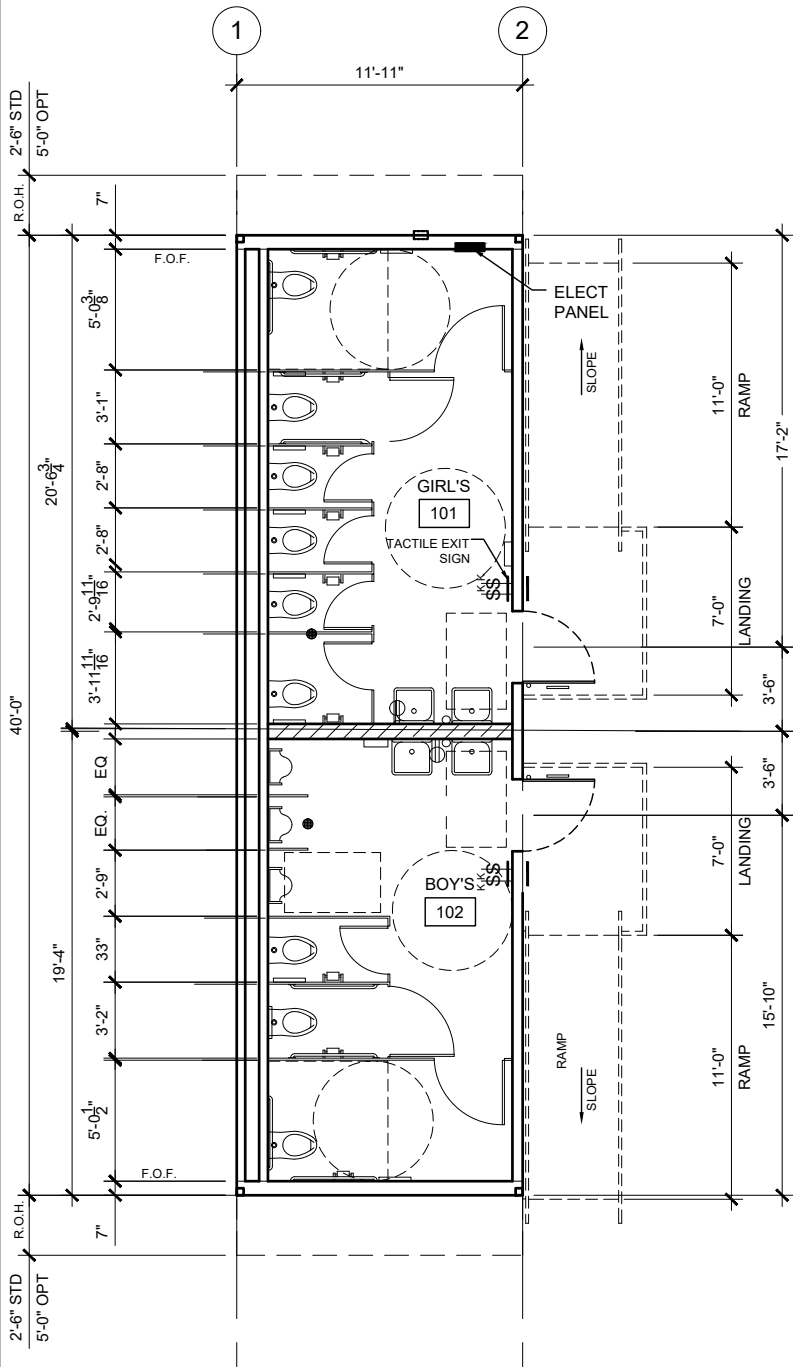
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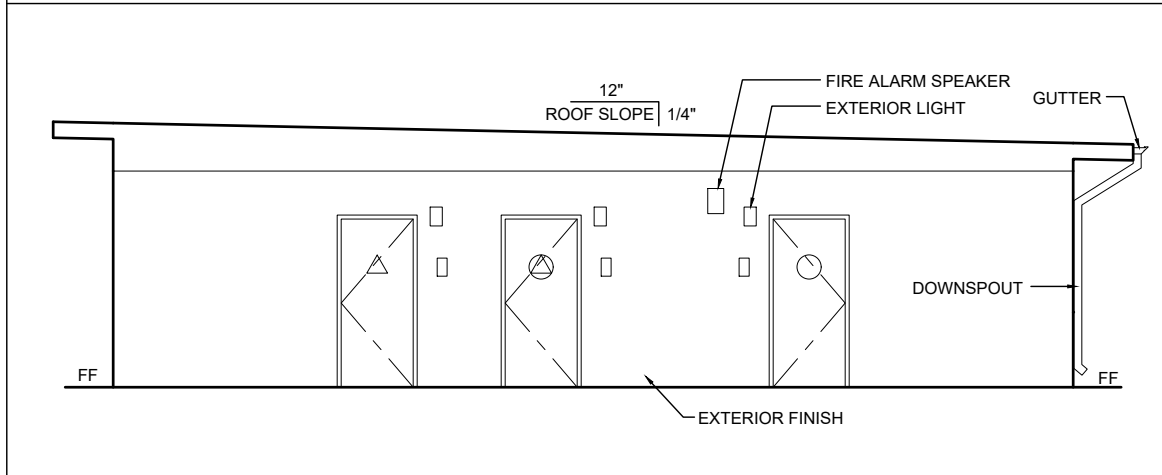
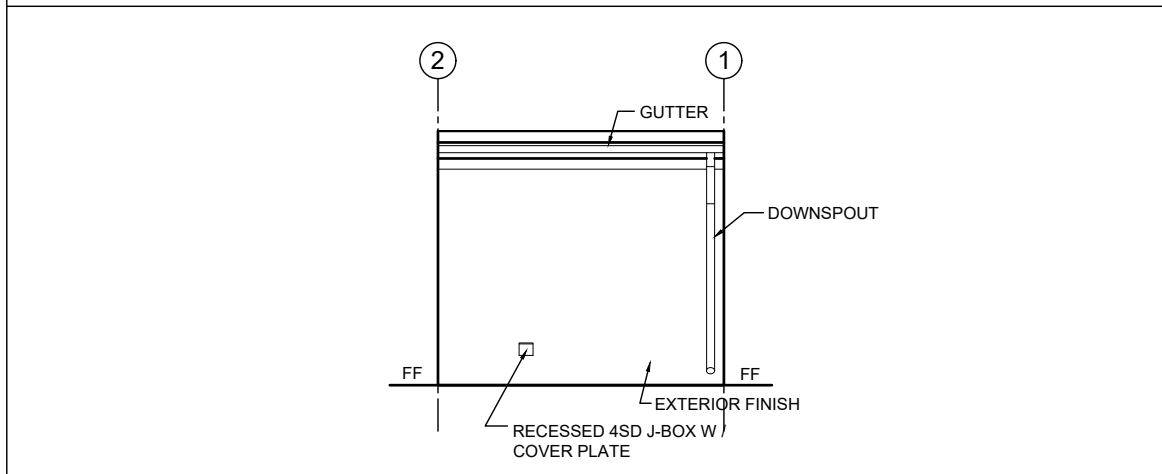
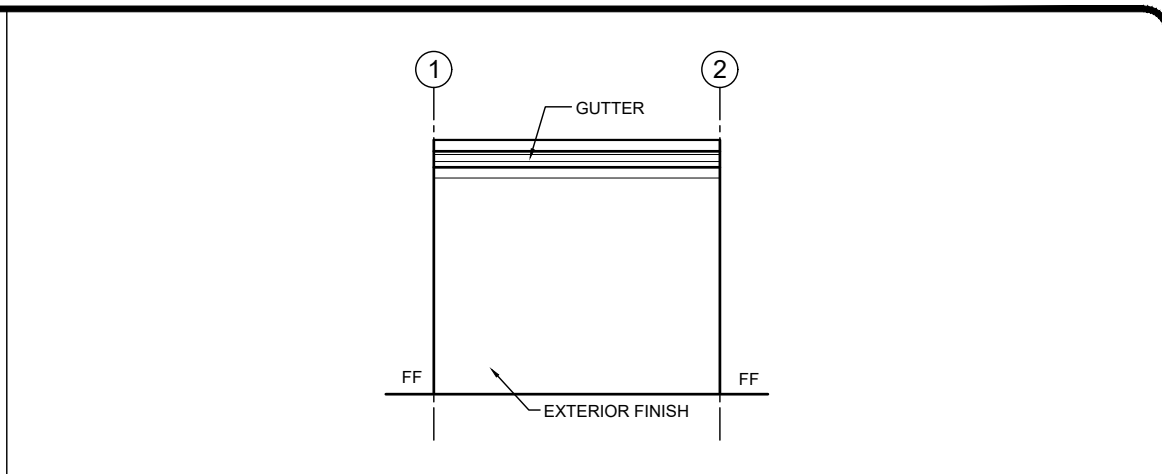
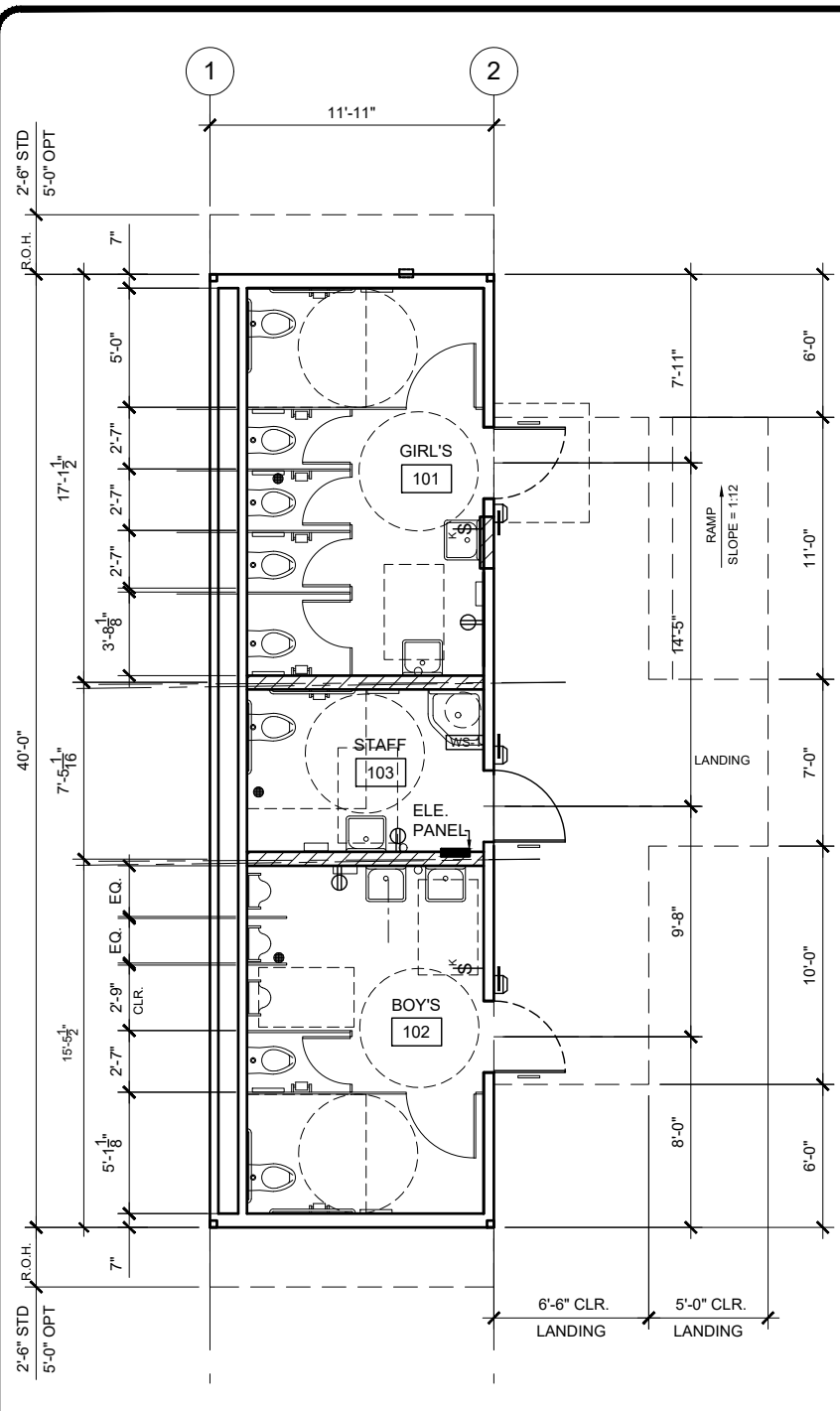
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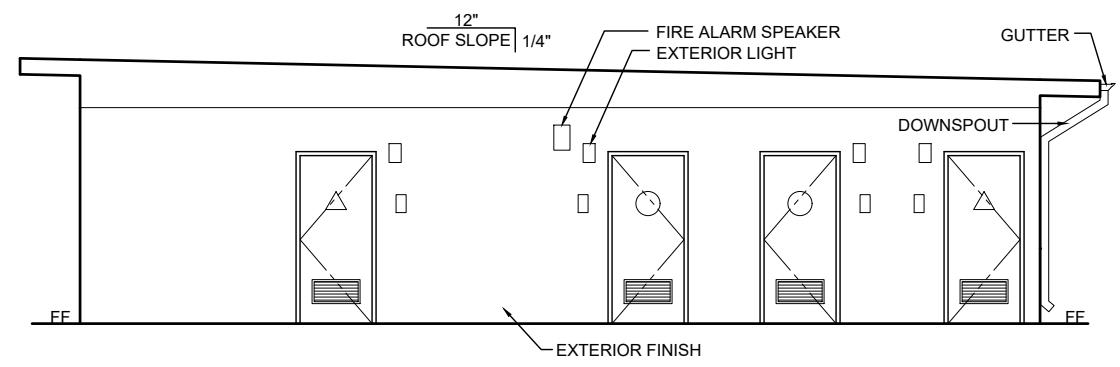
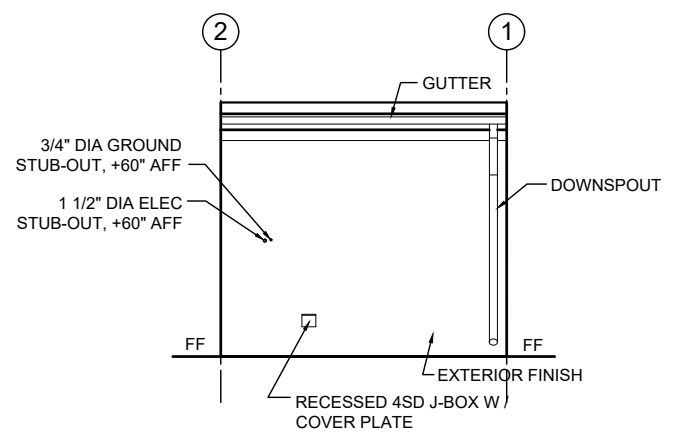
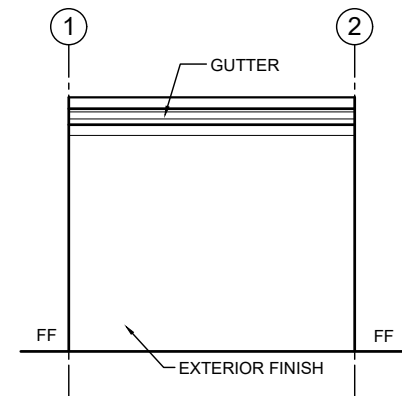
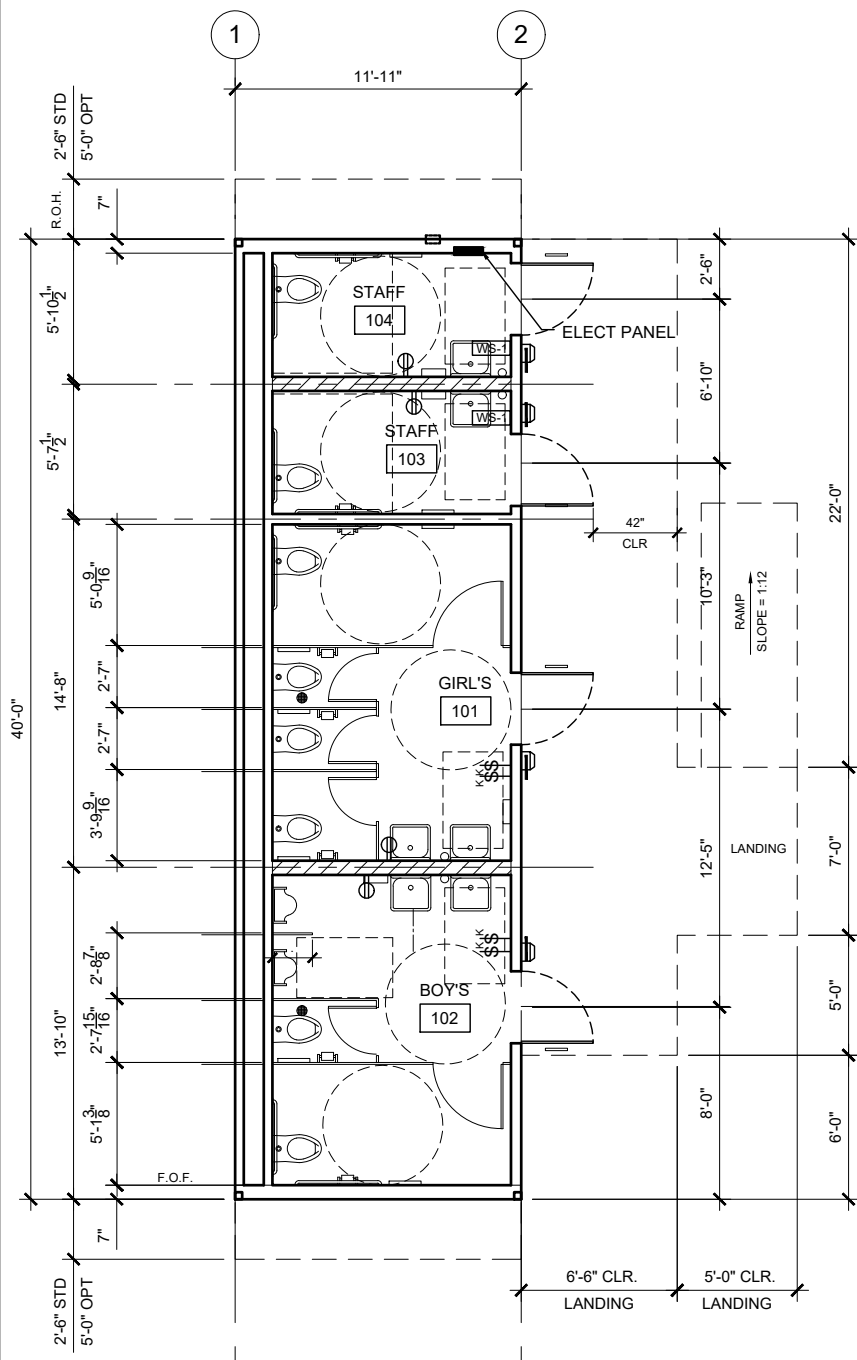
MODEL "U" 10x32 NEW RESTROOM MODULE



MODEL "V" 12x40 NEW RESTROOM B/G



MODEL "W" 12x40 NEW RESTROOM B/S/G



MODEL "X" 12x40 NEW RESTROOM B/G/S/S

Middle School					High School				
Start	End	Period	Instruction Time	Non Instruction Time	Start	End	Period	Instruction Time	Non Instruction Time
MONDAYS-THURSDAYS (minimum days have a different schedule, same instructional minutes)					MONDAYS-THURSDAYS (minimum days have a different schedule, same instructional minutes)				
8:30 AM	10:25 AM	Period 1/4	115		8:30 AM	10:25 AM	Period 1/4	115	
10:25 AM	10:35 AM	Brunch	10		10:25 AM	10:35 AM	Brunch	10	
10:35 AM	12:25 PM	Period 2/5	110		10:35 AM	12:25 PM	Period 2/5	110	
12:25 PM	1:00 PM	Lunch		35	12:25 PM	12:30 PM	Passing period	5	
1:00 PM	1:05 PM	Passing period	5		12:30 PM	1:05 PM	Advisory	30	
1:05 PM	1:40 PM	Advisory	35		1:05 PM	1:40 PM	Lunch		35
1:40 PM	1:45 PM	Passing period		5	1:40 PM	1:45 PM	Passing period		5
1:45 PM	3:35 PM	Period 3/6	110		1:45 PM	3:35 PM	Period 3/6	110	
		Daily Total	385				Daily Total	380	
		Yearly Subtotal	53,515				Yearly Subtotal	52,820	
SPECIAL EVENT MONDAYS - THURSDAYS					SPECIAL EVENT MONDAYS - THURSDAYS				
8:30 AM	9:45 AM	Period 1/4	75		8:30 AM	9:45 AM	Period 1/4	75	
9:45 AM	9:55 AM	Brunch	10		9:45 AM	10:55 AM	Brunch	10	
9:55 AM	11:10 AM	Period 2/5	75		9:55 AM	11:10 AM	Period 2/5	75	
11:10 AM	11:35 AM	Lunch		25	11:10 AM	11:15 AM	Passing Period	5	
11:35 AM	11:40 AM	Passing period	5		11:15 AM	11:45 AM	Advisory	30	
11:40 AM	12:10 PM	Advisory	30		11:45 AM	12:10 PM	Lunch		25
12:10 PM	12:15 PM	Passing period		5	12:10 PM	12:15 PM	Passing Period		5
12:15 PM	1:35 PM	Period 3/6	80		12:15 PM	1:35 PM	Period 3/6	80	
		Daily Total	275				Daily Total	275	
		Yearly Subtotal	1,375				Yearly Subtotal	1,375	
FRIDAYS					FRIDAYS				
8:30 AM	10:25 AM	Intensive 1	115		8:30 AM	10:25 AM	Intensive 1	115	
10:25 AM	10:35 AM	Brunch	10		10:25 AM	10:35 AM	Brunch	10	
10:35 AM	12:25 PM	Genius 1	110		10:35 AM	12:25 PM	Genius 1	110	
12:25 PM	1:00 PM	Lunch		35	12:25 PM	1:00 PM	Lunch		35
1:00 PM	1:05 PM	Passing Period		5	1:00 PM	1:05 PM	Passing Period		5
1:05 PM	2:45 PM	Intensive 2	100		1:05 PM	2:45 PM	Intensive 2	100	
2:45 PM	3:35 PM	Passion Projects	50		2:45 PM	3:35 PM	Passion Projects	50	
		Daily Total	385				Daily Total	385	
		Yearly Subtotal	12,320				Yearly Subtotal	12,320	
		Yearly Total	67,210				Yearly Total	66,515	
		Required	54,000				Required	64,800	
		Difference	13,210				Difference	1,715	



Aveson Charter Schools Wellness Guide (policy)

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Aveson Charter Schools Wellness Policy

Preamble

Aveson Charter Schools (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism, and better performance on cognitive tasks. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities – do better academically.

This policy outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors; • Students have opportunities to be physically active before, during, and after school • Schools engage in nutrition and physical activity promotion and other activities that promote student wellness.
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives
- This policy applies to all students, staff, and schools in the District.



School Wellness Committee

Committee Role and Membership

The District will convene a representative district wellness committee (hereto referred to as the DWC or work within an existing school health committee) that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this district-level wellness policy (heretofore referred as “wellness policy”).

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (ex., school nutrition director); physical education teachers; health education teachers; school health professionals (ex., health education teachers, school health services staff [i.e., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., superintendent, principal, vice principal), school board members; health professionals (ex., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

Leadership

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

The name(s), title(s), and contact information (email address is sufficient) of this/these individual(s) is:

Name	Title Email address Role
Kristin Kennedy	Director of Food Services KristinKennedy@aveson.org Director/Kitchen Manager
Arlynn Page	Wellness/Healthy Living Coordinator

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Appendix A for a list of school level wellness policy coordinators.



Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to each school, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness. It is recommended that the school use the [Healthy Schools Program online tools](#) to complete a school level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation, and generate an annual progress report.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at Aveson kitchen and/or on Kitchen computer. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit DWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy
- Documentation of annual policy progress reports for each school under its jurisdiction • Documentation of the triennial assessment* of the policy for each school under its jurisdiction • Documentation demonstrating compliance with public notification requirements, including: (1)
- Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of wellness policy

Annual Progress Reports

The District will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools within the district in meeting wellness goals. This annual report will be published around the same time each year, August, and will include information from each school within the District. This report will include, but is not limited to:

- The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy
- A description of each school's progress in meeting the wellness policy goals



- A summary of each school's events or activities related to wellness policy implementation
- The name, position title, and contact information of the designated District policy leader(s) identified
- Information on how individuals and the public can get involved with the DWC or SWC

The District (Aveson School or Leaders and Aveson Global Leadership Academy) will actively notify households/families of the availability of the annual report.

The DWC, will establish and monitor goals and objectives for the District's schools, specific and appropriate for each instructional unit (elementary or secondary OR elementary, middle, and high school, as appropriate), for each of the content-specific components listed in Sections III-V of this policy.

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy
- A description of the progress made in attaining the goals of the District's wellness policy.
- The position/person responsible for managing the triennial assessment and contact information is Kristin Kennedy, kristinkennedy@aveson.org
- The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.
- The District will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual progress reports and triennial assessments, and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**



Community Involvement, Outreach, and Communications

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating other important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

Nutrition

School Meals

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). The District also operates additional nutrition-related programs and activities including *Farm to School programs, and school gardens*. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students
- Are appealing and attractive to children
- Are served in clean and pleasant settings



- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet [USDA nutrition standards](#).)
 - Comply with the National School Lunch and/or Breakfast Standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in [7 CFR. 210.10 or 220.8](#)
 - The District child nutrition program will accommodate students with special dietary needs.
 - Students will be allowed at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated (meets HSP Gold level). Students are served lunch at a reasonable and appropriate time of day.
- Promote healthy food and beverage choices using at least ten of the following [Smarter Lunchroom techniques](#):
 - Whole fruit options are displayed in attractive bowls or baskets (instead of chafing dishes or hotel pans)
 - Sliced or cut fruit is available daily
 - Daily fruit options are displayed in a location in the line of sight and reach of students
 - All available vegetable options have been given creative or descriptive names
 - Daily vegetable options are bundled into all grab and go meals available to students
 - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal
 - White milk is placed in front of other beverages in all coolers
 - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas
 - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.)
 - Student surveys and taste testing opportunities are used to inform menu development, dining space decor, and promotional ideas
 - Student artwork is displayed in the service and/or dining areas
 - Daily announcements are used to promote and market menu options
 - School hosts a school garden;
 - School hosts field trips to local farms
- ***Student Privacy***

The cafeterias are cashless - all students, regardless of the type of payment they make for school meals, or the food being purchased (meal or a la carte) are given a code to enter at the cash register.



Unpaid Balances

Schools will reach out to the family of a child with an unpaid balance to assess whether the child is eligible for free or reduced price meals.

Applications

Applications for free/reduced priced meals are sent home to all families at the beginning of the school year. The application is also available on the district website.

Staff Qualifications and Professional Development

All school nutrition program directors, managers, and staff will meet or exceed hiring and annual continuing education/training requirements in the [USDA professional standards for child nutrition professionals](#). These school nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards website](#) to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day* and throughout every school campus* ("school campus" and "school day" are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes. In addition, students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

Competitive Foods and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus* during the school day* support healthy eating. The foods and beverages sold and served outside of the school meal programs (i.e., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks>. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.healthiergeneration.org/smartsnacks.



Celebrations and Rewards

All foods offered on the school campus *will meet or exceed state nutrition standards*, including through:

1. Celebrations and parties. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas from the [Alliance for a Healthier Generation](#) and from the [USDA](#).
2. Classroom snacks brought by parents. The District will provide to parents a [list of foods and beverages that meet Smart Snacks](#) nutrition standards; and
3. Rewards and incentives. The District will provide teachers and other relevant school staff a [list of alternative ways to reward children](#). Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus* during the school day*. The District will make available to parents and teachers a list of healthy fundraising ideas [*examples from the [Alliance for a Healthier Generation](#) and the [USDA](#)*].

Given the pervasiveness of food fundraisers in many schools and the wide availability of profitable, healthy fundraising options, additional policy language is encouraged:

- Schools will use only non-food fundraisers, and encourage those promoting physical activity (such as walk-a-thons, jump rope for heart, fun runs, etc.).
- Fundraising during and outside school hours will sell only non-food items or foods and beverages that meet or exceed the Smart Snacks nutrition standards. This may include but is not limited to, donation nights at restaurants, cookie dough, candy and pizza sales, market days, etc.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents, students, and the community.



The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing evidence-based healthy food promotion techniques through the school meal programs using [Smarter Lunchroom techniques](#)
- Promoting foods and beverages that meet the USDA Smart Snacks in School nutrition standards. Additional possible promotion techniques that the District and individual schools may use are available at www.healthiergeneration.org/smartsnacks.

Nutrition Education

The District aims to teach, model, encourage, and support healthy eating by students. Schools will provide comprehensive nutrition education and engage in nutrition promotion at every grade level (K-12) that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects; ▪ Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits, and school gardens; ▪ Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;
- Teach media literacy with an emphasis on food and beverage marketing; and
- Include nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in Health Education

The District will include in the health education curriculum the following essential topics on healthy eating:

- The relationship between healthy eating and personal health and disease prevention ▪ Food guidance from [MyPlate](#)
- Reading and using USDA's food labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat



- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers, and culture ▪ How to find valid information or services related to nutrition and dietary behavior ▪ How to develop a plan and track progress toward achieving a personal goal to eat healthfully ▪ Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

[USDA's Team Nutrition](#) provides free nutrition education and promotion materials, including standards-based nutrition education curricula and lesson plans, posters, interactive games, menu graphics, and more.

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy. The advertising of foods and beverages that are not available for sale in district schools will not be advertised on any school property.

Any foods and beverages marketed or promoted to students on the school campus (during the school day) will meet or exceed *state nutrition standards*, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food advertising and marketing is defined as an oral, written, or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any



other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name, or trademark on school equipment, such as marquees, message boards, scoreboards, or backboards (Note: immediate replacement of these items are not required; however, districts will consider replacing or updating scoreboards or other durable equipment over time so that decisions about the replacement include compliance with the marketing policy.)
- Corporate brand, logo, name, or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans, and other food service equipment; as well as on posters, book covers, pupil assignment books, or school supplies displayed, distributed, offered, or sold by the District • Advertisements in school publications or school mailings
- Free product samples, taste tests, or coupons of a product, or free samples displaying advertising of a product

Physical Activity

Children and adolescents should participate in an average of 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive, school-based physical activity program (CSPAP) that includes these components: physical education, recess, classroom-based physical activity, walk and bicycle to school, and out-of-school time activities and the district is committed to providing these opportunities. Schools will ensure that these varied opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the district will be encouraged to participate in *Let's Move! Active Schools* (www.letsmoveschools.org) in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) **will not be withheld** as punishment for any reason. The district will provide teachers and other school staff with a [list of ideas](#) for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs. Teachers are discouraged from assigning physical activity as student punishment.

Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students



develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts.

All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All District **elementary students** in each grade will receive physical education for at least 60-89 minutes per week throughout the school year

All District **secondary students** (middle and high school) are required to take the equivalent of one academic year of physical education.

The District physical education program will promote student physical fitness through individualized fitness and activity assessments (via the [Presidential Youth Fitness Program](#) or other appropriate assessment tool) and will use criterion-based reporting for each student.

All physical education teachers at Aveson will be required to participate in at least once a year professional development in education. Waivers, exemptions, or substitutions for physical education classes are limited.

Essential Physical Activity Topics in Health Education

The District will include in the health education curriculum the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise, and fitness
- Phases of an exercise session, that is, warm up, workout, and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia, and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time, and type of physical activity
- Developing an individualized physical activity and fitness plan
 - Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers, and culture
- How to find valid information or services related to physical activity and fitness





- How to influence, support, or advocate for others to engage in physical activity • How to resist peer pressure that discourages physical activity

Recess (Elementary)

All elementary schools will offer at least **20 minutes of recess** on all or most days during the school year. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built into the recess transition period/time frame before students enter the cafeteria. Outdoor recess will be offered when weather is feasible for outdoor play.

In the event that the school or district must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Physical Activity Breaks (Elementary and Secondary)

The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered **periodic opportunities** to be active or to stretch throughout the day on all or most days during a typical school week. The District recommends teachers provide short (3-5 minute) physical activity breaks to students during and between classroom time. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The District will provide resources and links to resources, tools, and technology with ideas for physical activity breaks. Resources and ideas are available through [USDA](#) and the [Alliance for a Healthier Generation](#).

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.



Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school for all elementary, middle and high school students.

Active Transport

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by engaging in *six or more* of the activities below; including but not limited to:

- Designation of safe or preferred routes to school
- Promotional activities such as participation in International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)
Instruction on walking/bicycling safety provided to students
- Promotion of safe routes program to students, staff, and parents via newsletters, websites, local newspaper
- Crossing guards are used
- Crosswalks exist on streets leading to schools
- Walking school buses are used
- Documentation of number of children walking and or biking to and from school
- Creation and distribution of maps of school environments (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

Other Activities that Promote Student Wellness

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.



All efforts related to obtaining federal, state, or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the DWC/SWC.

All school-sponsored events will adhere to the wellness policy. All school-sponsored wellness events will include physical activity opportunities.

Community Partnerships

The District will continue relationships with community partners (i.e. hospitals, universities/colleges, local businesses, etc.) in support of this wellness policy's implementation.

Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Engagement

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (such as email or displaying notices on the district's website), as well as non-electronic mechanisms, (such as newsletters, presentations to parents, or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

The DWC will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources, and performs other functions that support staff wellness in coordination with human resources staff. The subcommittee leader's name is Monica Varguez .

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.



Professional Learning

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

Glossary:

Extended School Day - time during before and afterschool activities that includes clubs, intramural sports, band and choir practice, drama rehearsals, etc.

School Campus - areas that are owned or leased by the school and used at any time for school-related activities such as the school building or on the school campus, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields, and stadiums (e.g. on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day - midnight the night before to 30 minutes after the end of the instructional day. **Triennial** – recurring every three years.

