BOARD OF EDUCATION AGENDA

REGULAR MEETING
October 14, 2025 - 5:30 PM

Alameda City Hall - Council Chambers

2263 Santa Clara Avenue
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.
Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).
Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items in Council Chambers in City Hall (located at 2263 Santa Clara Avenue). The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: klonergan@alamedaunified.org. Public comments received prior to 5:00 PM on Monday, October 13, 2025 will be distributed to Board of Education members prior to the meeting.

2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

   Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146

Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Govt. Code § 54956.9, subdivision (b) (1 case):
1) One case Alameda Unified School District as potential plaintiff

3. **********

Reconvene to Public Session - 6:30 PM - Council Chambers

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation
Meeting locations are listed at the top of the agenda.
A speaker slip must be submitted to speak on any item in person.

Remote Participation via Zoom on a Computer/Smart Phone/Device
Ensure you are using the most current version of the Zoom app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call
Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

Join Public Board Meeting at 6:30pm
(Zoom format)

Zoom Registration Link:
https://alamedaca-gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128
Zoom Meeting ID: 892 1582 9256
****

4. Call to Order/Pledge of Allegiance - 6:30pm - Council Chambers in City Hall (located at 2263 Santa Clara Avenue) - Board Member Jennifer Williams will call the meeting to order and will lead the Pledge of Allegiance

5. Closed Session Action Report

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. APPROVAL OF MINUTES

1. Minutes from the August 12th and August 26th Regular Board Meetings will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - This public comment period is designated for matters within the jurisdiction of the Board of Education that are not listed on the agenda. Members of the public may provide comments in person or electronically via computer, tablet, or smartphone. Individuals wishing to speak must submit a speaker slip (in person) or utilize the "Raise Hand" feature on Zoom (virtual). Once the public comment period has commenced, no additional speaker slips or raised hands will be accepted. In the event of technical difficulties or meeting disruptions, the Board reserves the right to discontinue public comment via Zoom at any time. Members of the public who are unable to participate in the meeting may submit written comments to: klonergan@alamedaunified.org. The Board may limit public comments under this agenda item to 20 minutes with any remaining comments coming at the end of General Business.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.
6. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.
7. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
6. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
7. Approval of Out-of-State Field Trip Request: Encinal Jr. & Sr. High School Students to Arlington, VA
8. Approval of Quarterly Report on Williams Uniform Complaints
9. Proclamation: Safe Schools Week, October 19-25, 2025
10. Ratification of Contracts Executed Pursuant to Board Policy 3300

11. Resolution No. 2025-2026.13 Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for Fiscal Year 2025-2026

12. Resolution No. 2025-2026.14 Approval of Budget Transfers, Increases, Decreases

13. Resolution No. 2025-2026.15 Authorization to Dispose of Surplus Property

F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. 2025-2026 Local Control and Accountability Plan (LCAP): Goal 1 Featuring Edison Elementary School (20 Mins/Information)

2. Update on Implementation of Early Reading Difficulties Screener: Amira (10 Mins/Information)

3. Update on Enrollment Process for 2026-27 School Year (10 Mins/Information)

4. Update on Bond Construction Projects (10 Min/Information)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 in City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."
Item Type:	Closed Session
Background:	Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report." Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918; Government Code § 35146 Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Govt. Code § 54956.9, subdivision (b) (1 case): 1) One case Alameda Unified School District as potential plaintiff
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	
AUSD Guiding Principle:	
Submitted By:	

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Minutes from the August 12th and August 26th Regular Board Meetings will be considered (5 Mins/Action)
Item Type:	Action
Background:	Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings: In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion. Minutes coming to the Board for approval are: • August 12, 2025 Regular Board Meeting • August 26, 2025 Special Board Meeting ***NOTE: Minutes coming for approval will be posted prior to Friday, October 10th at 5pm.***
AUSD LCAP Goals:	
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	
Submitted By:	Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

---

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Certificated Personnel Actions
Item Type:	Consent
Background:	***NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.***
AUSD LCAP Goals:	
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	All positions shown are authorized by the board and are included in the 2025-2026 budget.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Timothy Erwin, Assistant Superintendent, Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Classified Personnel Actions
Item Type:	Consent
Background:	***NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.***
AUSD LCAP Goals:	
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	All positions shown are authorized by the board and are included in the 2025-2026 budget.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Timothy Erwin, Assistant Superintendent, Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval and Acceptance of Donations
Item Type:	Consent
Background:	Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific schools or departments, and for specific use. The attached report provides a detailed summary of all donations received during the reporting period, including donation amount, donor names, and designated recipients.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will increase the revenues of the District in the amount of $117,009.84.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Summary Site Donations	10/8/2025	Backup Material

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

Slip Date	Site	Donor	Amount	Site Total	Total Donations
9/4/2025	Alameda HS	Alameda HS ASB	$ 821.70		
9/4/2025	Alameda HS	Bradley Rhodes	$ 25.00		
9/16/2025	Alameda HS	Cash	$ 3,765.00		
9/16/2025	Alameda HS	Nicole Kase	$ 47.98		
9/17/2025	Alameda HS	Cash	$ 195.00		
9/18/2025	Alameda HS	Aaron Robles	$ 5,498.77		
9/18/2025	Alameda HS	Alameda HS Jiujitsu Alumni Inc.	$ 5,498.77		
9/18/2025	Alameda HS	James Krautler	$ 32.00		
9/23/2025	Alameda HS	Cash	$ 3,663.00		
9/23/2025	Alameda HS	Michael Perez	$ 32.00		
9/25/2025	Alameda HS	Lisa Fukuda	$ 32.00		
9/25/2025	Alameda HS	Jennifer Daniele	$ 32.00		
9/25/2025	Alameda HS	Mung Saephan	$ 32.00		
9/25/2025	Alameda HS	Elizabeth Hurtado	$ 32.00		
9/25/2025	Alameda HS	S Desai	$ 32.00		
9/25/2025	Alameda HS	Jennifer Williams	$ 79.25		
9/25/2025	Alameda HS	Robert Fry	$ 32.00		
9/25/2025	Alameda HS	Grace Caulfield	$ 32.00		
9/25/2025	Alameda HS	Angela Corriero	$ 32.00		
9/25/2025	Alameda HS	Lynnette Chirrick	$ 79.25		
9/25/2025	Alameda HS	Jason O'Broin	$ 32.00		
9/25/2025	Alameda HS	Derecka Mehrens	$ 32.00		
9/25/2025	Alameda HS	Rachel Falk	$ 32.00		
9/25/2025	Alameda HS	Nick Wilson	$ 32.00		
9/25/2025	Alameda HS	Danielle Ali	$ 32.00		
9/25/2025	Alameda HS	Fred Fielding	$ 32.00		
9/25/2025	Alameda HS	Sug Men Chen	$ 32.00		
9/25/2025	Alameda HS	Lisa Fukuda	$ 79.25		
9/25/2025	Alameda HS	Hofwegen, Janneke Va	$ 32.00		
9/25/2025	Alameda HS	Lisa Siskind	$ 32.00		
9/25/2025	Alameda HS	Kristen Pate	$ 158.50		
9/25/2025	Alameda HS	Russell Bayley	$ 32.00		
9/25/2025	Alameda HS	Bettrietta Kime	$ 32.00		
9/25/2025	Alameda HS	Ryan Luebker	$ 32.00		
9/25/2025	Alameda HS	Anna Johnson	$ 32.00		
9/25/2025	Alameda HS	Thiago Avelin da Silva	$ 32.00		
9/25/2025	Alameda HS	Sophia Lau	$ 32.00		
9/25/2025	Alameda HS	Phu Trinh	$ 32.00		
9/25/2025	Alameda HS	Tina Menze	$ 32.00		
9/25/2025	Alameda HS	Mehmet Goktan	$ 32.00		
9/25/2025	Alameda HS	Danielle Nguyen	$ 32.00		
9/25/2025	Alameda HS	Shelly Sheppard	$ 32.00		
9/25/2025	Alameda HS	Xavier Woodruff	$ 32.00		
9/25/2025	Alameda HS	Amy Orecchio	$ 32.00		
9/25/2025	Alameda HS	Zoey Jalleh	$ 32.00		
9/25/2025	Alameda HS	Svetlana Rishina	$ 79.25		
9/25/2025	Alameda HS	Leslie Ooi	$ 32.00		
9/25/2025	Alameda HS	Regina Dawson	$ 32.00		
9/25/2025	Alameda HS	Amy Wooldridge	$ 32.00		
9/25/2025	Alameda HS	Athena Lou	$ 32.00		
9/25/2025	Alameda HS	Jessica Kyle	$ 32.00		
9/25/2025	Alameda HS	Christina Drislane	$ 143.25		

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

9/25/2025	Alameda HS	Elizabeth McNab	$	32.00	
9/25/2025	Alameda HS	Steven Kniep	$	32.00	
9/25/2025	Alameda HS	Marissa Fong	$	32.00	
9/25/2025	Alameda HS	Hilda Gee	$	32.00	
9/26/2025	Alameda HS	Joyce Cheng	$	79.25	
9/26/2025	Alameda HS	Michael Perez	$	79.25	
9/26/2025	Alameda HS	Kate Murray	$	32.00	
9/26/2025	Alameda HS	Jayme Crowley	$	32.00	
9/26/2025	Alameda HS	Holly McHale-Larsen	$	79.25	
9/26/2025	Alameda HS	TracyAnn Eggen	$	79.25	
9/26/2025	Alameda HS	Nathan Shou	$	32.00	
9/26/2025	Alameda HS	Jennifer Yip	$	79.25	
9/26/2025	Alameda HS	Peter Yuen	$	32.00	
9/26/2025	Alameda HS	Michelle Macarai	$	32.00	
9/26/2025	Alameda HS	Doris Kwok	$	79.25	
9/26/2025	Alameda HS	Terry Chea	$	32.00	
9/26/2025	Alameda HS	Nicola Taggart	$	32.00	
9/26/2025	Alameda HS	Nicole Dare	$	32.00	
9/26/2025	Alameda HS	Giang Bertain	$	32.00	
9/26/2025	Alameda HS	Augustina De la Torre	$	79.25	
9/27/2025	Alameda HS	Hopi Breton	$	32.00	
9/27/2025	Alameda HS	Joann Denning	$	32.00	
9/27/2025	Alameda HS	Sara Goldsmith	$	32.00	
9/27/2025	Alameda HS	Hazel Dolio Tag-At	$	79.25	
9/27/2025	Alameda HS	Rowena Manlapaz	$	32.00	
9/27/2025	Alameda HS	Leslie Gallagher	$	32.00	
9/28/2025	Alameda HS	Matt Schrager	$	32.00	
9/28/2025	Alameda HS	Sarah Fallon	$	32.00	
9/28/2025	Alameda HS	Jane McKenna	$	32.00	
9/28/2025	Alameda HS	Jeremy Birn	$	32.00	
9/28/2025	Alameda HS	Joseph Lee	$	32.00	
9/28/2025	Alameda HS	Christina Narensky	$	32.00	
9/28/2025	Alameda HS	Thiago Avelino da Silva	$	79.25	
					$ 22,831.22
9/9/2025	ASTI	Katie Hobbs	$	300.00	
9/10/2025	ASTI	American Online Giving Foundation	$	75.00	
9/10/2025	ASTI	David Jones	$	600.00	
9/10/2025	ASTI	Michael Ruggiero	$	200.00	
9/10/2025	ASTI	Sen Yuan	$	200.00	
9/12/2025	ASTI	Bernadette Whitman	$	200.00	
9/16/2025	ASTI	Helen Medeiros	$	25.00	
9/16/2025	ASTI	Connie Olson	$	75.00	
9/16/2025	ASTI	Kate Ruggiero	$	25.00	
9/16/2025	ASTI	Susan Lee	$	25.00	
9/16/2025	ASTI	Daira Popalardo	$	25.00	
9/16/2025	ASTI	Joann Ma	$	25.00	
9/16/2025	ASTI	Ana Paredes	$	25.00	
9/16/2025	ASTI	Adam Abrons	$	75.00	
9/16/2025	ASTI	Wahid Amiri	$	100.00	
9/16/2025	ASTI	Rui Guo	$	25.00	
9/16/2025	ASTI	Uka Enkhbold	$	25.00	
9/16/2025	ASTI	Bettrietta Kime	$	25.00	
9/16/2025	ASTI	Salma Tookhy	$	100.00	
9/16/2025	ASTI	Shuwen Liang	$	75.00	
9/17/2025	ASTI	Maria Kohgadai	$	50.00	

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

9/17/2025	ASTI	Lorin Salem	$ 300.00
9/17/2025	ASTI	Kelly Wong	$ 75.00
9/17/2025	ASTI	Jessica Waters	$ 25.00
9/17/2025	ASTI	Ernest Collins	$ 525.00
9/17/2025	ASTI	Eric Sandberg	$ 25.00
9/17/2025	ASTI	Winna Chen	$ 25.00
9/18/2025	ASTI	Virginia Duong	$ 75.00
9/18/2025	ASTI	Lucia Luciano	$ 75.00
9/18/2025	ASTI	Lindsay Krumbein	$ 25.00
9/18/2025	ASTI	Shuyi Chen	$ 25.00
9/18/2025	ASTI	Beril Yilmaz	$ 30.00
9/18/2025	ASTI	Tara Thapa	$ 25.00
9/18/2025	ASTI	Ivana Diep	$ 25.00
9/19/2025	ASTI	Bianca Ling	$ 45.00
9/19/2025	ASTI	Angela Chim	$ 30.00
9/19/2025	ASTI	Jingxuan Li	$ 25.00
9/19/2025	ASTI	Elaina Barulic	$ 5.00
9/19/2025	ASTI	Jenna Miles	$ 5.00
9/19/2025	ASTI	Marie Ma	$ 25.00
9/19/2025	ASTI	Grace Chan	$ 30.00
9/19/2025	ASTI	Rosemary Sallee	$ 25.00
9/19/2025	ASTI	Lisa Solomon	$ 25.00
9/19/2025	ASTI	Christy Sumintac	$ 30.00
9/20/2025	ASTI	Sylvia Neupane	$ 10.00
9/21/2025	ASTI	Chi Pham	$ 25.00
9/21/2025	ASTI	Susanne Heim	$ 1,800.00
9/22/2025	ASTI	Helen Medeiros	$ 5.00
9/22/2025	ASTI	JoAnn Martinez	$ 5.00
9/23/2025	ASTI	Daira Popalardo	$ 5.00
9/23/2025	ASTI	Jack Lindamood	$ 25.00
9/23/2025	ASTI	Elaina Barulic	$ 25.00
9/23/2025	ASTI	Nanako Nguyen	$ 25.00
9/24/2025	ASTI	Nafissa Tayebi	$ 5.00
9/24/2025	ASTI	Trisha Rubio	$ 75.00
9/24/2025	ASTI	Elizabeth Petro	$ 25.00
9/24/2025	ASTI	Mai Kaneko	$ 25.00
9/24/2025	ASTI	KAMEL DABWAN	$ 5.00
9/24/2025	ASTI	Cathy T	$ 5.00
9/24/2025	ASTI	Ada Gurevich	$ 75.00
9/24/2025	ASTI	Viet Tran	$ 5.00
9/25/2025	ASTI	Meile Liu	$ 30.00
9/25/2025	ASTI	Caren Bufil	$ 5.00
9/25/2025	ASTI	Cynthia Richard	$ 25.00
9/25/2025	ASTI	Jingxuan Li	$ 5.00
9/25/2025	ASTI	Leoliza Flores	$ 150.00
9/25/2025	ASTI	Jessica Waters	$ 5.00
9/25/2025	ASTI	Jamison Jacksondaley	$ 25.00
9/25/2025	ASTI	Fiona Qiu	$ 5.00
9/25/2025	ASTI	Edward Louie	$ 75.00
9/25/2025	ASTI	Roan Byrne-Sarno	$ 75.00
9/26/2025	ASTI	Yanling Li	$ 25.00
9/26/2025	ASTI	Jett Setton	$ 75.00
9/26/2025	ASTI	Ginny Zeng	$ 25.00
9/26/2025	ASTI	Yilma Gebreselassie	$ 75.00
9/26/2025	ASTI	Meifu Wang	$ 75.00

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

9/27/2025	ASTI	Dennis Quan Zhou	$	5.00	
9/27/2025	ASTI	Noha Dabwan	$	5.00	
9/28/2025	ASTI	Qi Ruan	$	5.00	
					$ 6,610.00
9/18/2025	Bay Farm	Huiwen Feng	$	367.50	
9/19/2025	Bay Farm	Bay Farm PTSA	$	37,200.00	
9/25/2025	Bay Farm	Svenja Ubl	$	367.50	
9/26/2025	Bay Farm	Linda Phung	$	365.50	
9/26/2025	Bay Farm	Jin Li	$	365.50	
9/27/2025	Bay Farm	Jean-Fabrice Rabaute	$	365.50	
9/27/2025	Bay Farm	Hai Vu	$	365.50	
9/28/2025	Bay Farm	Ada Gurevich	$	365.50	
9/28/2025	Bay Farm	Ellie Yen-Ping Lin	$	365.50	
9/28/2025	Bay Farm	Louisa Wong	$	365.50	
9/28/2025	Bay Farm	Heidi Martinez	$	121.83	
					$ 40,615.33
9/8/2025	Earhart	The Blackbaud Giving Fund	$	40.00	
9/13/2025	Earhart	Li Yang	$	100.00	
					$ 140.00
9/18/2025	Ed Services	Alameda Kiwanis Foundation	$	500.00	
					$ 500.00
8/31/2025	Encinal Jr/Sr HS	Ellie Gladstone	$	175.00	
9/2/2025	Encinal Jr/Sr HS	Cash	$	3,138.00	
9/2/2025	Encinal Jr/Sr HS	City of Alameda	$	750.00	
9/2/2025	Encinal Jr/Sr HS	CyberGrants SPV, LLC	$	125.00	
9/2/2025	Encinal Jr/Sr HS	Eteamsponsor Inc	$	249.60	
9/2/2025	Encinal Jr/Sr HS	NeedMyTranscript	$	16.00	
9/2/2025	Encinal Jr/Sr HS	North Coast Section	$	300.00	
9/2/2025	Encinal Jr/Sr HS	The Lounge Nail & Spa Corp	$	500.00	
9/5/2025	Encinal Jr/Sr HS	Albany Athletics Booster	$	175.00	
9/5/2025	Encinal Jr/Sr HS	American HS	$	1,130.00	
9/5/2025	Encinal Jr/Sr HS	AVHS Athletic Boosters Club	$	790.00	
9/5/2025	Encinal Jr/Sr HS	Benicia HS	$	450.00	
9/5/2025	Encinal Jr/Sr HS	Bishop O'Dowd HS	$	450.00	
9/5/2025	Encinal Jr/Sr HS	Castro Valley HS Student Body	$	1,130.00	
9/5/2025	Encinal Jr/Sr HS	College Park Athletic Booster Club Inc	$	340.00	
9/5/2025	Encinal Jr/Sr HS	Contra Costa County Superintendent of Schools	$	340.00	
9/5/2025	Encinal Jr/Sr HS	Dublin HS	$	450.00	
9/5/2025	Encinal Jr/Sr HS	El Cerrito HS Student Activity Fund	$	900.00	
9/5/2025	Encinal Jr/Sr HS	Logan Alexander Hennessy	$	340.00	
9/5/2025	Encinal Jr/Sr HS	Mission San Jose HS	$	450.00	
9/5/2025	Encinal Jr/Sr HS	Moreau Catholic HS	$	900.00	
9/5/2025	Encinal Jr/Sr HS	Oakdale HS	$	900.00	
9/5/2025	Encinal Jr/Sr HS	Onetl, Inc.	$	340.00	
9/5/2025	Encinal Jr/Sr HS	San Ramon Valley Unified School District	$	340.00	
9/5/2025	Encinal Jr/Sr HS	Washington HS	$	900.00	
9/8/2025	Encinal Jr/Sr HS	Cash	$	734.75	
9/15/2025	Encinal Jr/Sr HS	Alhambra High School	$	790.00	
9/15/2025	Encinal Jr/Sr HS	American Canyon High School ASB	$	450.00	
9/15/2025	Encinal Jr/Sr HS	Cash	$	275.00	
9/15/2025	Encinal Jr/Sr HS	Huddle Tickets	$	865.00	
9/15/2025	Encinal Jr/Sr HS	Michael Khem	$	150.00	
9/15/2025	Encinal Jr/Sr HS	Juliana Hosmer	$	72.00	
9/15/2025	Encinal Jr/Sr HS	Sara Canepa	$	72.00	
9/15/2025	Encinal Jr/Sr HS	Cathryn Weems	$	72.00	

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

9/15/2025	Encinal Jr/Sr HS	Amy Wong	$	263.00	
9/15/2025	Encinal Jr/Sr HS	Kathy Lock	$	72.00	
9/15/2025	Encinal Jr/Sr HS	Randell Barajas	$	72.00	
9/17/2025	Encinal Jr/Sr HS	Jamie Hettiaratchi	$	32.00	
9/17/2025	Encinal Jr/Sr HS	Blue Ash	$	72.00	
9/17/2025	Encinal Jr/Sr HS	Anh Nguyen	$	72.00	
9/17/2025	Encinal Jr/Sr HS	Lisi Ye	$	72.00	
9/17/2025	Encinal Jr/Sr HS	Annette Tisdale	$	72.00	
9/18/2025	Encinal Jr/Sr HS	Kimberly Chaney	$	32.00	
9/18/2025	Encinal Jr/Sr HS	Tracy Tucker	$	32.00	
9/18/2025	Encinal Jr/Sr HS	Heart Landrito	$	72.00	
9/18/2025	Encinal Jr/Sr HS	Rui Guo	$	32.00	
9/18/2025	Encinal Jr/Sr HS	Myrna Alvarez	$	32.00	
9/18/2025	Encinal Jr/Sr HS	Jeff Locke	$	32.00	
9/18/2025	Encinal Jr/Sr HS	Mai Le	$	32.00	
9/19/2025	Encinal Jr/Sr HS	Kate Meyers	$	32.00	
9/19/2025	Encinal Jr/Sr HS	Uransanaa Tumurdash	$	72.00	
9/20/2025	Encinal Jr/Sr HS	Wendy Williamson	$	72.00	
9/20/2025	Encinal Jr/Sr HS	Jeanette Bettles	$	32.00	
9/20/2025	Encinal Jr/Sr HS	Lisa Yap	$	175.00	
9/21/2025	Encinal Jr/Sr HS	Clark Cole	$	104.00	
9/21/2025	Encinal Jr/Sr HS	Morgan Vien	$	32.00	
9/21/2025	Encinal Jr/Sr HS	Chris Bositis	$	75.00	
9/21/2025	Encinal Jr/Sr HS	Wei Liang	$	32.00	
9/22/2025	Encinal Jr/Sr HS	Kris Velasco	$	72.00	
9/22/2025	Encinal Jr/Sr HS	Nycole Brown	$	150.00	
9/23/2025	Encinal Jr/Sr HS	Winona Farris	$	32.00	
9/23/2025	Encinal Jr/Sr HS	Elizabeth Burton	$	104.00	
9/23/2025	Encinal Jr/Sr HS	Mai Le	$	211.00	
9/24/2025	Encinal Jr/Sr HS	Cash	$	794.10	
9/24/2025	Encinal Jr/Sr HS	College Park Athletic Booster Club Inc	$	450.00	
9/24/2025	Encinal Jr/Sr HS	Concord High Athletic Booster Club	$	450.00	
9/24/2025	Encinal Jr/Sr HS	Dublin High School	$	450.00	
9/24/2025	Encinal Jr/Sr HS	Huddle Tickets	$	547.00	
9/24/2025	Encinal Jr/Sr HS	Kristin Tyler Welch	$	45.00	
9/24/2025	Encinal Jr/Sr HS	Livermore Valley Joint Unified School District	$	790.00	
9/24/2025	Encinal Jr/Sr HS	Monica Le	$	100.00	
9/24/2025	Encinal Jr/Sr HS	NeedMyTranscript	$	4.00	
9/24/2025	Encinal Jr/Sr HS	Novato HS Boosters Club	$	450.00	
9/24/2025	Encinal Jr/Sr HS	San Marin All Sports Booster Club	$	340.00	
9/24/2025	Encinal Jr/Sr HS	Uransanaa Tumerdash	$	50.00	
9/26/2025	Encinal Jr/Sr HS	Killian Howell	$	32.00	
9/28/2025	Encinal Jr/Sr HS	Joanna Katz	$	283.00	
9/28/2025	Encinal Jr/Sr HS	Kathy Lock	$	75.00	
					$ 26,105.45
9/9/2025	Island HS	Katie Hobbs	$	300.00	
9/10/2025	Island HS	Lori Costabile	$	23.00	
9/15/2025	Island HS	Ana Taunaholo	$	39.73	
					$ 362.73
9/8/2025	Lincoln MS	Ted Casey	$	50.00	
9/8/2025	Lincoln MS	Vecheat Chea	$	27.00	
9/15/2025	Lincoln MS	Chunyan La	$	23.00	
9/21/2025	Lincoln MS	Aaron Benz	$	50.00	
9/22/2025	Lincoln MS	Jennifer Hart	$	27.00	
9/23/2025	Lincoln MS	Amanda Sibley	$	27.00	

2025-2026
Summary Site Donations
September 17, 2025 - October 6, 2025

9/26/2025	Lincoln MS	Jill Flury	$ 23.00		
9/26/2025	Lincoln MS	Steve Ryan Bautista	$ 46.00		
				$ 273.00	
9/17/2025	Maya Lin	Maya Lin PTA	$ 18,860.11		
				$ 18,860.11	
9/15/2025	Otis	Paizley Spencer	$ 712.00		
				$ 712.00	
					$ 117,009.84

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Bill Warrants and Payroll Registers
Item Type:	Consent
Background:	Education Code 42631 requires the Board of Education to review and approve all payments from district funds. The attached register contains information for all bills and warrants from September 12 through September 25, 2025, except for *thirty three (33)* redactions where posting that information would violate confidentiality.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will reduce the available funds of each respective site/department budget by $4,006,411.06.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Summary of Register	10/8/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
Item Type:	Consent
Background:	In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B. According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts. 1. (Various Funds) Amendment No. 2 to Master Agreement For Consultant/Professional Services (Construction Related) between AUSD and Terracon Consultants, Inc. per RFQ for Construction Testing & Inspection Services dated September 25, 2023 for an increase of $250,000.00 and an amended total not to exceed $1,000,000.00. (Various) 2. (Fund 21, Measure B) Professional Services Agreement between AUSD and Kleinfelder, Inc. for total services not to exceed $250,000.00. (AHS Modernization)
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	21 Building – Bond Fund
Fiscal Analysis	
Amount (Savings) (Cost):	See attached contract(s) for detailed expenditures.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Terracon Consultants	10/8/2025	Backup Material
🗋	Kleinfelder Inc	10/8/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Kleinfelder, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

CONTRACTOR to provide professional environmental site services for the Measure B Alameda High School Modernization Project, including but not limited to:

- Data gap investigation and work plan development
- Agency and oversight support and technical consultation
- Softball field investigation
- Human health risk assessment

CONTRACTOR to provide a proposal for each service for acceptance by AUSD for prior to beginning work or ordering materials and shall use the attached rate sheet (Exhibit A) for on-call services when requested.

2. **Terms.** The term of this agreement shall be from 9/30/25 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below $114,800; or, approval by the Board of Education if the total contract(s) exceeds $114,800) to 6/30/26. The work shall be completed no later than 6/30/26.

3. **Compensation.** This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed $_____.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of $_____/hour for a total not to exceed $.

3.1.3 ☑ Other: Total services not to exceed $250,000.00.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows n/a ; which shall not exceed a total cost of $ _____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Strategic Alignment. Select one of the following:**

4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☑ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide professional environmental consulting to support the project.

5. **Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

5.1.3 ☑ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours.

JPS (CONTRACTOR initials)

_____ (AUSD Representative initials)

5.2 **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.

5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

5.2.3 ☑ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

☑ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

JPS (CONTRACTOR initials)

MP (AUSD Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per occurrence. **Select one of the following:**

☑ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

***CONTRACTOR acknowledgement** JPS

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars ($1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

***CONTRACTOR acknowledgement** JPS

6.3 **Professional Liability Insurance.** If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars ($1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative initials)

6.4 **Proof of Carriage of Insurance.** CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

6.4.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

6.4.2 An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

6.4.3 All policies shall be written on an occurrence form, except for the Professional Liability Policy.

6.4.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: Monty Patterson	Name: Jeremy Scott
Title: Senior Director of Construction	Title: Senior Principal
Address: 2060 Challenger Drive Alameda, CA 94501	Address: 2001 Clayton Rd., Suite 500 Concord, CA 94520
Email: mpatterson@alamedaunified.org	Email: jpscott@kleinfelder.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. **Contractor Qualifications / Performance of Services.**

10.1 **Contractor Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

13. **Site Access/Security.** AUSD shall, as may be required by CONTRACTOR for the successful and timely completion of services, provide unimpeded and timely access to the site, including third party sites, if required.

14. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

15. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.

16. **Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, reasonable attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR, its sub-Contractors, or any other person or entity furnishing services, materials, or supplies in connection with this Agreement, to the extent caused in whole or in part by the negligence, recklessness, or willful misconduct of the CONTRACTOR.CONTRACTOR further agrees to waive all rights of subrogation against AUSD under CONTRACTOR'S Commercial General and Auto Liability insurance policies.
The provisions of this article do not apply to any damage or losses to the extent caused by the sole negligence or willful misconduct of AUSD or any of its agents or employees.
If CONTRACTOR is a licensed design professional (as defined by California Civil Code §2782.8), and this contract is for professional services, then the duty to defend for claims of professional liability shall be limited as provided under that statute.

17. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

18. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost. CONTRACTOR shall have to right to terminate or suspend its Services upon thirty (30) days' notice in the event of any non-payment or other default by AUSD.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

    21.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontracters and each of their performance.

    21.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. **Limitation of AUSD/CONTRACTOR Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable for incidental, special, indirect, or consequential damages, except to the extent such damages are the natural, foreseeable, and proximate result of that party's gross negligence, willful misconduct, or material breach of contract. The maximum aggregate liability of CONTRACTOR arising out of related to this Agreement and all Work Orders and amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the total sum of the compensation actually paid to CONTRACTOR for the Services under all Work Orders.

23. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"). Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUSD any unauthorized access to the student data.

24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest be between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

27. **Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

28. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

29. **Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.

30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

31. **Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

32. **Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name &Title: Jeremy Scott - Senior Principal Professional

Authorized Signature: Jeremy Scott Digitally signed by Jeremy Scott Date: 2025.09.17 10:53:03 -07'00' Date: 17SEP2025

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) [ ] Donated Funds [ ] Restricted Funds [✓]

Budget Code: 21-9505-0-0000-8500-6140-022-68-3001

Monty Patterson — 09/17/2025

Requesting Administrator — Date

II. HR

Human Resource Approval [☑] Yes [☐] No

Timothy Erwin (09/17/2025 14:24:52 PDT) — 09/17/2025

Signature of Human Resource Administrator — Date

III. BOARD DELEGATES

- [☐] Superintendent, Pasquale Scuderi
- [☐] Assistant Superintendent of Human Resources, Tim Erwin
- [☐] Assistant Superintendent of Educational Services, Kirsten Zazo
- [☑] Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan (09/18/2025 08:14:48 PDT) — 09/18/2025

Signature of Superintendent or Assistant Superintendent — Date

---

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than $114,800:

Signature of President, Board of Education — Date

Signature of Secretary, Board of Education — Date

ALAMEDA UNIFIED SCHOOL DISTRICT

Addendum to Professional Services Agreement

This Addendum is intended to clarify, modify, and supplement the terms outlined in Sections 3.1.3 and 8.1, consistent with applicable provisions of the California Public Contract Code, and shall be interpreted in conjunction with the Agreement.

33. Additional Compensation and Invoicing Requirements

33.1 Contractor's Fee. Contractor's fee for the performance of Services under this Agreement shall be based on an hourly rate and/or per unit basis. AUSD agrees to compensate the Contractor for Services satisfactorily performed pursuant to this Agreement on a per-project basis, for a total amount not to exceed $ 250,000.00 ("Total Fee"). AUSD shall not be liable for any amount in excess of the Total Fee, except as otherwise provided in this Section. All compensation shall be subject to the conditions and limitations described herein.

33.2 Monthly Itemized Statements. Contractor shall submit itemized monthly invoices detailing Service charges and any allowable expenses for the prior month. Each invoice shall:

- Identify the specific tasks performed;
- Reflect the actual hours worked per day, by individual, for each task;
- Itemize reimbursable expenses, if any, and
- Be submitted no later than three (3) months after the month in which the services were performed. AUSD shall not be obligated to pay any amounts for services not invoiced within this timeframe.

33.3 Substantiation of Hourly Services. Contractor shall provide appropriate substantiation for all hourly services invoiced. Invoices lacking proper support, including detailed descriptions of the work performed and corresponding time entries, may be rejected at the AUSD's discretion pending full compliance. The contractor bears the burden of proof for all invoiced services.

33.4 Hourly Rates. Contractor's hourly billing rates shall include all overhead, administrative costs, and profit. These rates shall remain fixed and not subject to escalation for the entire term of the Agreement, unless amended in writing by mutual agreement of the Parties.

33.5 Extra Services. Services performed by the Contractor that are outside the original scope of this Agreement shall be considered "Extra Services." No payment shall be due for unauthorized services, and should Extra Services cause the contract to exceed the Total Fee, an amendment to the PSA is required.

33.6 Substantiation of Extra Services. Contractor must provide documentation and evidence of all Extra Services performed on an hourly basis to the satisfaction of AUSD. This includes time logs, detailed task descriptions, and any other information reasonably requested by AUSD. Invoices failing to comply may be returned unpaid until compliance is achieved.

33.7 AUSD shall not be liable for any invoice that is untimely, lacks proper substantiation, or exceeds the authorized Total Fee or Extra Service. Contractor waives any right to payment for services not authorized.

Acknowledgement and approval of these additional terms:

AUSD Representative

Name: Gary K. Lym

Contractor

Jeremy Scott Digitally signed by Jeremy Scott Date: 2025.09.17 10:53:26 -07'00'

Name: Jeremy Scott

Exhibit A

Proposal and Scope of Services

KLEINFELDER
Bright People. Right Solutions.

August 17, 2025
Proposal No.: 25002610.003A

Pedro Mora
Construction Project Manager
Alameda Unified School District
2060 Challenger Drive, Alameda, CA 94501

SUBJECT: **Proposal for Subsurface Investigation and Environmental Agency Oversight Support**
Alameda High School
CPS Case No. RO0003666
2200 Central Avenue, Alameda, California 94501

Dear Mr. Mora:

Kleinfelder is pleased to present this proposal to Alameda Unified School District (AUSD) to perform a Data Gap Investigation for Alameda High School (AHS) located at 2200 Central Avenue, Alameda, California (Site). Kleinfelder has been supporting AUSD with addressing the environmental impacts encountered during their Swim Center Modernization and Campus Fencing projects. This proposal is specifically tailored to address Alameda County Environmental Health Department (ACEHD) requirements under the Voluntary Remedial Action Agreement (VRAA) CPS Case No. RO0003666 by completing a Data Gap Investigation on the Site. This proposal also includes budget for environmental agency oversight support. Whereas previous support extended by Kleinfelder was focused on the Swim Center Modernization and Campus Fencing projects.

Additionally, this proposal includes costs for work that has been completed by Kleinfelder during the Softball Field investigation which was authorized by AUSD; tasks include transect sampling on the Softball Field, soil analysis, data evaluation, and reporting. Finally, the costs for completing a Human Health Risk Assessment (HHRA) for both the Softball Field and for the AHS campus are included.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this change order does not meet the needs of AUSD, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by you, as well as adjustments to our fees. We look forward to the opportunity to further serve you during this project.

TASK 1 – DATA GAP WORK PLAN DEVELOPMENT

Kleinfelder will prepare a Work Plan for ACEHD review and approval, to outline the planned investigation work to address data gaps noted following the previous Site investigation activities. The Work Plan will include the following:

- Background and clarification on data gaps
- Proposed sampling and analysis plan for soil and groundwater

© 2025 Kleinfelder

- Procedures for field activities
- Data quality objectives
- Formal discussion of the July surface soil sampling results
- Clarifications required following ACEHD comments on the Site Characterization Report

The budget for this task assumes limited details on previous investigations will be presented in the Work Plan; one round of edits to respond to ACEHD comments is included.

TASK 2 – DATA GAP INVESTIGATION

2.1 PREPARATORY ACTIVITES

Upon approval of the Data Gap Investigation Work Plan and prior to commencing field work, Kleinfelder will apply for a drilling permit from Alameda County Public Works Agency.

Additionally, Kleinfelder will prepare a Site-Specific Health and Safety Plan (HSP) intended to address the health and safety of Kleinfelder's workers at the Site and provide contingency plans for emergencies that may arise. The HSP will provide guidelines for personal protection equipment and safety procedures to be used by Kleinfelder's staff during field activities. This HSP will also be attached to the permit application submitted to the County.

2.2 BORE MARK OUT AND UTILITY CLEARANCE

As required by State law, Underground Services Alert for Northern California and Nevada (USA North) will be notified to obtain clearance for underground utilities. USA North will be contacted after the proposed exploratory bore locations are marked by Kleinfelder and a minimum of two business days prior to initiating the intrusive subsurface activities. Additionally, since USA North does not necessarily mark buried utility lines on private property, a geophysical services subcontractor will be retained by Kleinfelder to locate and mark detectable utility lines and other identifiable subsurface features that may be present at each proposed sampling location.

2.3 SOIL AND GROUNDWATER SAMPLING AND ANALYSES

Kleinfelder proposes to collect samples for environmental analysis from 17 new bore locations on the Site as outlined below:

- Six step out bores arranged in a radial pattern will be advanced to approximately 4.5 feet below ground surface (bgs) in the immediate vicinity around Bore F-2 from the Campus Fencing Project. The 6 step out soil bores in the vicinity of Bore F-2 will be advanced using hand auger methods. At approximate 6-inch intervals, following retrieval of the hand-auger barrel, some of the soil contained within it will be screened in the field using a X-ray fluorescence (XRF) device. Soils that exceed San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) Residential Environmental Screening Levels (ESLs) for arsenic and/or lead will be transferred into wide-mouthed glass jars provided by the analytical laboratory. We have assumed that up to 12 samples will require laboratory analysis for one metal using United States Environmental Protection Agency (USEPA) Method 6020.
- Four step out bores, one in each cardinal direction, will be advanced to approximately 4.5 feet bgs in the immediate vicinity around Bore F-4 from the Campus Fencing Project. The four step out soil bores in the vicinity of Bore F-4 will be advanced using hand auger methods. At approximate 6-inch intervals, following retrieval of the hand-auger barrel, some of the soil

© 2025 Kleinfelder

contained within it will be screened in the field using the XRF. Soils that exceed SFBRWQCB Residential ESLs for thallium and/or lead will be transferred into wide-mouthed glass jars provided by the analytical laboratory. We have assumed that up to 8 samples will require laboratory analysis for one metal using USEPA Method 6020.

- Three step out bores, one to the north, one to the south, one to the west, will be advanced to approximately 4 feet bgs in the immediate vicinity of Bore SW-SC-05 from the Swim Center Modernization Project. The three step out soil bores in the vicinity of Bore SW-SC-05 will be advanced using hand auger methods. At approximate 6-inch intervals, following retrieval of the hand-auger barrel, some of the soil contained within it will be screened in the field using the XRF. Soils that exceed SFBRWQCB Residential ESLs for lead will be transferred into wide-mouthed glass jars provided by the analytical laboratory. We have assumed that up to 6 samples will require laboratory analysis for one metal using USEPA Method 6020.
- Two step out bores, one to the west and one to the south, will be advanced to approximately 4 feet bgs in the immediate vicinity of Bore SW-SC-01 from the Swim Center Modernization Project. The two bores will be advanced using hand auger methods. At approximate 1-foot intervals, following retrieval of the hand-auger barrel, some of the soil contained within it will be transferred into wide-mouthed glass jars provided by the analytical laboratory. All four samples will be analyzed for Organochlorine Pesticides (OCPs) using USEPA Method 8081, Polychlorinated Biphenyls (PCBs) using USEPA Method 8082, and Semi-Volatile Organic Compounds (SVOCs) using USEPA Method 8270C. The samples collected at approximately 1 foot and 4 feet bgs will be submitted for TPH-diesel range hydrocarbons using both USEPA Method 8015 with and without silica gel cleanup (SGC).
- One bore will be advanced to approximately 15 feet bgs near Bore SB-TC-01. The top 5 feet of the bore will be advanced using hand auger methods and then the bore will be advanced to the target depth using a direct push drilling rig using a stainless-steel soil sampler lined with 0.75-inch diameter (OD) acetate sample sleeves of up to 4 feet in length. One soil sample will be collected at an approximate depth of 5 feet bgs. Samples collected in the acetate sample sleeves will be submitted to the laboratory in cut-off sleeve segments that have had their ends capped with Teflon™ sheeting and tight-fitting plastic end caps. The sample collected will be submitted for TPH-diesel range hydrocarbons using both USEPA Method 8015 with and without SGT.
- One bore will be advanced to approximately 15 feet bgs near Bore SB-TC-04. The top 5 feet of the bore will be advanced using hand auger methods and then the bore will be advanced to the target depth using a direct push drilling rig using a stainless-steel soil sampler lined with 0.75-inch diameter (OD) acetate sample sleeves of up to 4 feet in length. One soil sample will be collected at an approximate depth of 5 feet bgs. Samples collected in the acetate sample sleeves will be submitted to the laboratory in cut-off sleeve segments that have had their ends capped with Teflon™ sheeting and tight-fitting plastic end caps. The sample collected will be submitted for TPH-diesel range hydrocarbons using both USEPA Method 8015 with and without SGT.
- Following the advancement and soil sample collection from the bores located near SB-TC-01 and SB-TC-04, a temporary groundwater monitoring well will be installed. A 1-inch diameter PVC well casing with an approximate 10-foot screened interval from 5 feet to 15 feet bgs will be set into the bore and allowed to equilibrate for at least 1-hour. After the hour equilibration, the groundwater will be gauged. A grab groundwater sample will be collected from the temporary groundwater monitoring well using a peristaltic pump with clean, single-use disposable tubing. The grab groundwater sample will be contained into appropriate laboratory provided containers, labeled, and placed into a (water) ice-chilled cooler for temporary storage for transportation to the laboratory. The grab groundwater samples from both temporary groundwater monitoring wells will be analyzed for hexavalent chromium and chloroform.

© 2025 Kleinfelder

During sampling, following retrieval of the hand-auger barrel or sampler, some of the soil contained within it will be screened in the field for the presence of total volatile organic vapors using a photo-ionization detector (PID) calibrated with hexane or isobutylene, and the PID reading obtained will be logged along with a visual description of the soil.

After a given soil sample has been labeled with its pertinent information, it will be placed into an ice-chilled cooler, which will be transported at the end of the field day, accompanied by chain-of-custody documentation, to Kleinfelder's environmental laboratory analytical services subcontractor, Enthalpy Analytical (Enthalpy) which is licensed by the California Environmental Laboratory Accreditation Program (ELAP). Enthalpy will be requested to analyze the samples based on the above outlined scope.

Kleinfelder's proposed fee does not include soluble metal analyses, should total metals results indicate one (or more) of the analyzed soil samples warrants evaluation for soluble metals using the CA-WET analysis for Soluble Threshold Leachate Concentration (STLC) or Federal Toxicity Characteristic Leaching Procedure (TCLP), testing will be billed on a time and materials basis.

Reusable down-hole drilling equipment and sampling equipment will be cleaned prior to each use by washing in a non-phosphate detergent (i.e., Liquinox™) and tap water wash, using a brush to dislodge soil, dirt, or other encrusted materials, and then double-rinsing in distilled or deionized water.

Soil samples from the bores will be visually logged by Kleinfelder field staff, under the supervision of a State of California-registered Professional Geologist, in accordance with the Unified Soils Classification System. The staff will prepare lithologic logs of the soils encountered during the drilling activities. Upon completion of sampling each exploratory bore, it will be backfilled with Portland cement grout. Bores located on the softball field will be backfilled in the upper three feet with landscaping soil provided by AUSD maintenance staff.

Note that modifications to Kleinfelder's proposed Data Gap Investigation Work Plan by AUSD or ACEHD may result in changes to the project fee.

2.4 INVESTIGATION-DERIVED WASTE CHARACTERIZATION AND DISPOSAL

Investigation-derived waste (IDW), including soil cuttings and equipment-cleaning rinse water generated by Kleinfelder's field sampling activities, will be stored temporarily in labeled, 55-gallon steel drums at the Site while awaiting disposal profiling. After receipt of laboratory analytical results and completion of disposal profiling, the IDW will be hauled from the Site by a licensed waste hauler and recycled or disposed appropriately based on its disposal profile. We have assumed that the IDW will be non-hazardous.

2.5 DATA GAP INVESTIGATION RESULTS AND REPORTING

After receipt of the analytical results, Kleinfelder will review and evaluate them and then prepare an environmental sampling completion report. The report will include a summary of the field methods used and Kleinfelder's observations, along with tabulated analytical results, appropriate figures to document the work completed, and appended bore logs and laboratory report copies.

© 2025 Kleinfelder

TASK 3 – AGENCY OVERSIGHT SUPPORT AND TECHNICAL CONSULTATION

Kleinfelder will continue to provide agency oversight support and technical consultation needed to coordinate on the campus-wide AHS VRAA with ACEHD on behalf of AUSD. Kleinfelder will lead regular agency meetings, respond to agency requests, and work with AUSD to establish the strategy for complying with ACEHD cleanup case requirements. This effort includes preparation of ad-hoc deliverables (where budget and schedule allow) and visits to the Site, but does not include formal deliverables for remedy selection.

The budget for this task assumes approximately 10 hours per week of support from Kleinfelder senior staff and task leads over a 3-month period.

TASK 4 – SOFTBALL FIELD INVESTIGATION

To respond to urgent requirements from the ACEHD, Kleinfelder completed an investigation in the Softball Field following authorization by AUSD. This investigation included collection of 16 surface samples from the Softball Field and New Tennis Court Areas, along with preparation of a sampling memorandum, analysis of the surface samples, and a field and data deliverable submitted to ACEHD. The costs for this investigation were $14,500.

TASK 5 – HUMAN HEALTH RISK ASSESSMENT

To further support evaluation of the risks to the staff and students, Kleinfelder prepared an HHRA focused on the Softball Field, to determine if any excessive risk is present within the Softball Field as a result of surface or subsurface impacts observed in Site soils. Additionally, Kleinfelder expects to prepare an HHRA that addresses risk due to subsurface environmental impacts across the AHS Campus. This Site-Wide HHRA may include development of Site-specific screening levels.

Costs for this effort is estimated to include approximately 80 hours of input from Kleinfelder senior staff and task leads; Kleinfelder will obtain toxicological support from ToxRisk Consulting, a trusted risk assessment partner.

ASSUMPTIONS

This proposal and Kleinfelder's associated estimated fee are based on the following assumptions:

- Permission to access the Site will be provided by AUSD.
- An Alameda County Public Works Agency Boring permit will be required for borings deeper than 5 ft bgs.
- The IDW generated and disposed will be non-hazardous.
- One Kleinfelder field staff will be able to complete the proposed soil sampling activities in no more than 3 days on Site during normal business hours.
- Up to 26 soil samples will be analyzed for one metal.
- Up to 4 soil samples will be analyzed for OCPs, PCBs, and SVOCs.
- Up to 4 soil samples will be analyzed for TPH-d and TPH-d with SGT.
- Two groundwater samples will be analyzed for hexavalent chromium and choloroform.
- One IDW drum sample will be analyzed TPH, VOCs, and 17 CCR Title 22 Metals, PCBs, OCPs, SVOCs, and Hexavalent Chromium.

© 2025 Kleinfelder

- Samples are to be analyzed using the analytical laboratory's standard results turn-around time.
- Additional STLC and TCLP testing is not included in our estimate.
- Drilling, sampling, and analysis other than as set forth herein are not included in the scope of services.
- Kleinfelder will prepare, and provide electronically to AUSD, a Data Gap Investigation Report for its review. Upon receipt of AUSD's comments (if any), Kleinfelder will finalize the report and provide an electronic copy of it to AUSD and ACEHD. The proposed fee assumes only minor revisions to the report will be required.
- Further revisions to the report requested by AUSD or ACEHD will be provided on a time-and-materials basis.

FEE

The proposed environmental services described herein (i.e., work plan preparation, preparatory activities, performing and reporting environmental sampling at the Site) will be provided by Kleinfelder for a time and materials, not to exceed amount of $177,600. The table below shows a breakdown of the total estimated costs by task.

Scope Item	Subtotal	Estimated Cost
Task 1 – Data Gap Investigation Work Plan Development		$16,500
Task 2 – Data Gap Investigation		$63,600
2.1a Preparatory Activities	$3,110	
2.1b Alameda County Public Works Agency Permit	$2,625	
2.2 Bore Mark Out and Utility Clearance	$5,100	
2.3a Soil and Groundwater Sampling and Analysis	$16,300	
2.3b Drilling Subcontractor	$11,860	
2.3c Analytical Laboratory Subcontractor	$3,250	
2.4 IDW Characterization and Disposal	$5,900	
2.5 Data Gap Investigation Results Evaluation and Reporting	$15,455	
Task 3 – Agency Oversight Support and Technical Consultation		$23,000
Task 4 – Softball Field Investigation		$14,500
Task 5 – Human Health Risk Assessment		$22,000
Total		**$177,600**

Kleinfelder understands a new agreement between AUSD and Kleinfelder will be utilized for this effort. If additional items are requested, these will be completed on a time and material basis as per the attached fee schedule. Project fees will be invoiced monthly.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project presents a potential safety concern to our employees. Unsafe conditions for field work

© 2025 Kleinfelder

will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

PREVAILING WAGE PROJECT

The California Prevailing Wage Law requires payment of a local "prevailing wage" to workers on publicly funded projects. This includes projects "paid for in whole or in part out of public funds" and has been expanded to include various types of payments, credits, and monetary equivalents provided by the State or public entity.

Since the passage of AB1768, where the definition of covered work was expanded to include all preconstruction work, including design, site assessment, feasibility studies, and land surveying, prevailing wage coverage may extend to certain activities performed by environmental consultants. This law significantly increases employee wages for qualified activities on publicly funded projects.

It is our understanding that this project does fall under the definition of a prevailing wage project. If at any time during the term of this contract any categories of work are determined by the DIR to require payment of prevailing wage, including retroactively, and where the existing non-prevailing wage billing rate is lower, the hourly billing rate will increase in accordance with the finalized prevailing wage rate.

If an employee's non-prevailing wage billing rate is higher than the prevailing wage billing rate, the employee's non-prevailing wage billing rate will be charged. Travel time will be charged, including at the prevailing wage rate, as required per the wage determination and the Public Works Manual Section 4.1.5.

CLOSURE

We thank you for the opportunity to provide Kleinfelder's professional services and look forward to working with you on this project. Please let us know immediately if you have any questions regarding the scope of work in this proposal by contacting the undersigned at jpscott@kleinfelder.com so that we may promptly respond.

Sincerely,

KLEINFELDER, INC.



Jeremy Scott, P.E.
Senior Principal Professional

Curtis Conti
Project Manager

Attachment:
Kleinfelder 2025 Fee Schedule

© 2025 Kleinfelder

KLEINFELDER 2025 FEE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	$	122/ hour
Staff Professional	$	145/ hour
Project Professional	$	180/ hour
Principal Professional	$	205/ hour
Senior Principal Professional	$	275/ hour
Project Manager	$	191/ hour
Senior Project Manager	$	260/ hour
Designer/Drafter	$	125/ hour
Senior Designer/Drafter	$	145/ hour
Project Controls Professional	$	135/ hour
Senior Project Controls Professional	$	180/ hour

TECHNICAL STAFF RATES

Technician	$	95/ hour
Senior Technician	$	119/ hour
Inspector	$	119/ hour
Senior Inspector	$	149/ hour
Construction Manager	$	199/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	95/ hour
Project Administrator	$	139/ hour

Subcontractor fees and Other Direct Costs to be reimbursed at cost plus 5%. Travel related costs to be reimbursed at cost. Mileage to be billed at current IRS rate.

Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2026. Labor Escalation Rate to be 3.5%.

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

If at any time during the term of this contract any categories are determined to be covered under determination NC-63-3-9-2022-1, and where the existing hourly billing rate is lower, the hourly billing rate will increase to allow for compensation under the Building Inspector Group 2 labor category. Prevailing wage billing rates will increase according to the predetermined schedule included in determination NC-63-3-9-2022-1 on July 1st of each year.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 CN101660557-TKG-GAUW-25-26	CONTACT NAME: Jan Mitchell PHONE (A/C, No, Ext): 602 337 6235 FAX (A/C, No): E-MAIL ADDRESS: janet.k.mitchell@marsh.com
INSURED The Kleinfelder Group, Inc 770 First Avenue, Suite 400 San Diego, CA 92101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co — 16535 INSURER B : N/A — N/A INSURER C : See Additional Page for Participating Carriers INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: LOS-002825700-01 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		GLO 6124594-04	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BAP 6124595-04	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 6124590-04	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Env. Contractor PollProf E&O Claims-Made Policy			PIN PA2550033	04/01/2025	04/01/2026	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Subsurface Investigation and Environmental Agency Oversight Support, Alameda High School, 2200 Central Avenue, Alameda, CA 94501 – CPS Case No. RO0003555

Alameda Unified School district is included as additional insured where required by written contract with respect to General Liability and Auto Liability

CERTIFICATE HOLDER

Alameda Unified School district
Attn: Monty Patterson
2060 Challenger Drive
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101600557
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	The Kleinfelder Group, Inc 770 First Avenue, Suite 400 San Diego, CA 92101
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Environmental Contractor Poll/Prof (E&O) policies Carriers:

Beazley Ins UK Limited (33.33%) NAIC #AA1120191
Allied World Surplus Lines Ins Co (25.83%) NAIC 24319
Certain Underwriters at Lloyd's (33.34%) NAIC AA1126509
K2 Financial Limited (7.5%)
RenaissanceRe Syndicate Mgmt LTD Lloyds Syndicate 1458 NAIC: AA1120102
Ariium Underwriters LTD Lloyds Syndicate 0609 NAIC: AA1126609
Munich Re Syndicate LTD Lloyds Syndicate 457 NAIC: AA1126457
Odie Managing Agency LTD Lloyds Syndicate 1729 NAIC: AA1120157
Asta Managing Agents LTD Lloyds Syndicate 1969 NAIC: AA1129215

Retroactive Date: 4/20/1962

The Environmental Contractor Poll/Prof (E&O) policies evidenced above are subject to self-insured retentions for various perils covered.

NAMED INSURED SCHEDULE
THE KLEINFELDER GROUP, INC.
KLEINFELDER GROUP PARENT GP LLC
KLEINFELDER GROUP PARENT LP
KLEINFELDER GROUP HOLDINGS LLC
KLEINFELDER INTERMEDIATE LLC
KLEINFELDER PARENT, INC
KLEINFELDER MANAGEMENT HOLDINGS LLC
KLEINFELDER EAST, INC. (FORMERLY KNOWN AS GSC/KLEINFELDER, INC. AND POWELL-HARPSTEAD, INC.)
KLEINFELDER, INC.
KLEINFELDER WEST, INC. GSC/KLEINFELDER, INC. AND SQUIER/KLEINFELDER, INC.
KLEINFELDER CENTRAL, INC. (FORMERLY KNOWN AS GEOSYSTEMS ENGINEERING, INC. AND TRINITY ENGINEERING TESTING CORPORATION (TETCO)) MERGED INTO
KLEINFELDER, INC. 6/1/15
KLEINFELDER ENGINEERING AND GEOLOGY, P.C. (FORMERLY JUSTIN R. MOSES & ASSOCIATES ENGINEERING, PC
KLEINFELDER USA, INC. (KUSA) CLOSED 11/30/2011
KLEINFELDER SOUTHEAST, INC. (FORMERLY KNOWN AS TRIGON/KLEINFELDER, INC.
TRINITY ENGINEERING TESTING CORPORATION (TETCO)
TRIGON ENVIRONMENTAL SERVICES, INC.
ERG, LLC
CE2 KLEINFELDER
ADANTA-KLEINFELDER MP JV
KLEINFELDER ASSOCIATES (KFI
SQUIER/KLEINFELDER, LLC
SPECTRUM EXPLORATION, INC.
KLEINFELDER DRILLING, INC.
KLEINFELDER TEXAS 100 LLC
NODARSE-KLEINFELDER A JOINT VENTURE LLC
KLEINFELDER GUAM 101, LLC
KLEINFELDER UTAH 100, LLC
KLEINFELDER COLORADO 100, LLC
KLEINFELDER KANSAS 100, LLC
KLEINFELDER OKLAHOMA 100, LLC
KLEINFELDER OKLAHOMA 200, LLC

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN101600557

LOC #: Los Angeles

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	The Kleinfelder Group, Inc 770 First Avenue, Suite 100 San Diego, CA 92101
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

KLEINFELDER NEW MEXICO 109, LLC
KLEINFELDER TEXAS 200, LLC
KLEINFELDER INTERNATIONAL, INC.
KLEINFELDER ACQUISITION I CORP
KLEINFELDER ACQUISITION II CORP
CORRIGAN ACQUISITION
ECOSOLOGICAL PTY LTD
UITORIA PTY LTD
LERISTA PTY LTD
LPG ENVIRONMENTAL & PERMITTING SERVICES, INC.
SEA CONSULTANTS, INC. - KLEINFELDER ARCHITECTURE NORTHEAST, INC. - NOW KLEINFELDER NORTHEAST, INC. (AS OF 4/2012)
KOWALSKI ENGINEERING, INC.
WELLS ENVIRONMENTAL SERVICES, PTY LTD
ALLIANCE ENVIRONMENTAL ENGINEERING & CONSULTING PTY LTD
BUYS AND ASSOCIATES
INSITE ENVIRONMENTAL, INC.
OMNI ENVIRONMENTAL, LLC
A1 SURVEYING
KLEINFELDER CONSTRUCTION SERVICES, INC. (FORMERLY SIMON WONG ENGINEERING, INC.)
DEI CONSULTANTS, INC.
RED DOG TECHNICAL SERVICES, INC.
HOOD TECHNICAL SERVICES, INC.
HOOD RESOURCES CORP.
927278 ALBERTA LTD.
913739 ALBERTA LTD O/A HOOD ENGINEERING
KLEINFELDER ARCHITECTURE, INC.
DOUCET & ASSOCIATES INC
CHAN & PARTNERS ENGINEERING LLC
DOUCET & ASSOCIATES, INC. DBA DOUCET + CHAN
CMWorks, INC.
KLEINFELDER CANADA, INC.
KLEINFELDER AUSTRALIA PTY LTD
DESIGN ENGINEERS & CONSULTING ASSOCIATES, INC.
INDUSTRIAL FLUID MANAGEMENT, INC
CENTURY ENGINEERING OF NORTH CAROLINA, LLC
GAS TRANSMISSION SYSTEMS, INC. (GTS)
CENTURY ENGINEERING, LLC
VEENSTRA & KIMM, INC

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 6124595-04	04/01/2025	04/01/2026		75320000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered . AutosLiability Coverage:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6124594-04	Effective Date: 04/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph 1.a. above; or

   (2) "Your work", with respect to Paragraph 1.b. above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

Includes copyrighted material of Insurance Services Office, Inc., with its permission

in the performance of:

(a) Your ongoing operations, with respect to Paragraph 2.a. above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

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

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

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

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
Item Type:	Consent
Background:	Each year, Alameda Unified School District's Special Education Department executes a Nonpublic, Nonsectarian School/Agency Services Master Contract "Master Contract" with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA). Below are details of ISAs executed and attached to this agenda item. 1. (Fund 01) Individual Services Agreement between AUSD and Esther B. Clark at The Children's Health Council for a total of $8,983.00. 2. (Fund 01) Individual Services Agreements between AUSD and Esther B. Clark at The Children's Health Council for a total of $121,221.00. 3. (Fund 01) Individual Services Agreement between AUSD and Oak Hill School for a total of $88,034.00. ISAs uploaded to this item have been redacted to maintain student confidentiality.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	See attached contract(s) for detailed expenditures.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
ISA_Esther B Clark 1	10/3/2025	Backup Material
ISA_Esther B Clark 2	10/3/2025	Backup Material
ISA_Oak Hill	10/3/2025	Backup Material

Docusign Envelope ID: 8F53A566-E53B-4E2B-ACE1-130D147EC12B

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **September 29 , 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **October 14, 2025** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Esther B. Clark at The Children's Health Council
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	285	during the regular school year (RSY)
	285	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $358.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	11	days x	daily rate	$358.00	*Projected Basic Ed. Costs RSY*	*$3,938.00*
Estimated Number of Days - Extended SY	0	days x	daily rate	$358.00	*Projected Basic Ed. Costs ESY*	*$.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$3,938.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
Meals	NPS	RSY	$17.00	11	daily	0	mins/weekly	0	mins/mo/year	$187.00
		ESY		0	daily	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$187.00*
520 Parent counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$744.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$00
									Total Cost	*$744.00*
415 Language and speech	NPS	RSY	$208.00	120	mins/monthly	0	mins/weekly	0	mins/mo/year	$208.00
		ESY		0	mins/monthly	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$208.00*
450 Occupational therapy	NPS	RSY	$208.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$312.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$312.00*
510 Individual counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$744.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$744.00*
515 Counseling and guidance	NPS	RSY	$150.00	0	mins/weekly	100	mins/weekly	0	mins/mo/year	$750.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$750.00*
Transportation	NPS	RSY	$210.00	10	days	0	mins/weekly	0	mins/mo/year	$2,100.00
		ESY		00	days	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$2,100.00*
Other	NPS	RSY	$.00	0	days	0	mins/weekly	0	mins/mo/year	$.00
		ESY		0	days	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$.00*

Total Estimated Maximum Basic Education Costs :	*$3,938.00*
Total Related Services Costs:	*$5,045.00*
Total Estimated Maximum Basic Education and Related Services Costs :	$8,983.00

4. Other Provisions/Attachments: Per Master Contract approval for 2025-26, daily tuition will be billed for a maximum of 8 student absences per semester. All required Tri-IEP assessments (OT, SLP, academic) completed by EBC School will be billed at the approved hourly rate as set forth in the 2025-26 Master Contract.

5. Progress Reporting Requirements:	Quarterly	Monthly	*Other (please specify):*
	X		

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Esther B. Clark at The Children's Health Council

Name of Nonpublic School/Agency

DocuSigned by:
Scott Hanson 9/29/2025

Signature ***Date***

Scott Hanson, Director of Operaqtions

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (09/29/2025 13:57:23 PDT) 09/29/2025

Signature ***Date***

Kirsten Zazo, Assistant Superintendent of Education Services

Signature ***Date***

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Docusign Envelope ID: FA65BD35-AB4D-4462-BE79-79AAAF0A6EDE

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **October 15, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at* **5:00 P.M. on June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Esther B. Clark at The Children's Health Council
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. *Nonpublic School: The average number of minutes in the instructional day will be:*	285	during the regular school year (RSY)
	285	during the extended school year (ESY)
2. *Nonpublic School: The number of school days in the calendar of the school year are:*	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. *Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.*

Daily Rate $358.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	133	days x	daily rate	$358.00	*Projected Basic Ed. Costs RSY*	*$47,614.00*
Estimated Number of Days - Extended SY	20	days x	daily rate	$358.00	*Projected Basic Ed. Costs ESY*	*$7,160.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$54,774.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
Meals	NPS	RSY	$17.00	133	daily	0	mins/weekly	0	mins/mo/year	$2,261.00
		ESY		20	daily	0	mins/weekly	0	mins/mo/year	$340.00
									Total Cost	*$2,601.00*
520 Parent counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,696.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$992.00
									Total Cost	*$7,688.00*
415 Language and speech	NPS	RSY	$208.00	120	mins/monthly	0	mins/weekly	0	mins/mo/year	$3,120.00
		ESY		120	mins/monthly	0	mins/weekly	0	mins/mo/year	$416.00
									Total Cost	*$3,536.00*
450 Occupational therapy	NPS	RSY	$208.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	$2,808.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	$416.00
									Total Cost	*$3,224.00*
510 Individual counseling	NPS	RSY	$248.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,696.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	$992.00
									Total Cost	*$7,688.00*
515 Counseling and guidance	NPS	RSY	$150.00	0	mins/weekly	100	mins/weekly	0	mins/mo/year	$6,750.00
		ESY		0	mins/weekly	100	mins/weekly	0	mins/mo/year	$1,000.00
									Total Cost	*$7,750.00*
Transportation	NPS	RSY	$210.00	132	days	0	mins/weekly	0	mins/mo/year	$27,720.00
		ESY		20	days	0	mins/weekly	0	mins/mo/year	$4,200.00
									Total Cost	*$32,920.00*
450 Occupational Therapy Consult	NPS	RSY	$208.00	0	days	0	mins/weekly	300	mins/year	$1,040.00
		ESY		0	days	0	mins/weekly	0	mins/mo/year	$.00
									Total Cost	*$1,040.00*

Total Estimated Maximum Basic Education Costs :	*$54,774.00*
Total Related Services Costs:	*$66,447.00*
Total Estimated Maximum Basic Education and Related Services Costs :	**$121,221.00**

4. Other Provisions/Attachments: Per Master Contract approval for 2025-26, daily tuition will be billed for a maximum of 8 student absences per semester. All required Tri-IEP assessments (OT, SLP, academic) completed by EBC School will be billed at the approved hourly rate as set forth in the 2025-26 Master Contract.

5. Progress Reporting Requirements: Quarterly: X | Monthly: | *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Esther B. Clark at The Children's Health Council

Name of Nonpublic School/Agency

DocuSigned by: Scott Hanson 9/29/2025

Signature ***Date***

Scott Hanson, Director of Operations

Name and Title

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (09/29/2025 13:57:23 PDT) 09/29/2025

Signature ***Date***

Kirsten Zazo, Assistant Superintendent of Education Services

Signature ***Date***

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,500 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified School District

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

EC. Sections 56365 et seq.

This agreement is effective on **September 8, 2025** *or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on* **June 30, 2026** *, unless sooner terminated as provided in the Master Contract and by applicable law.*

Local Education Agency	Alameda Unified School District	*Nonpublic School*	Oak Hill School
LEA/Case Manager	Jorge Wahner	*Email*	jwahner@alamedaunified.org
Pupil Name	[redacted]		
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	325 during the regular school year (RSY)
	325 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	24 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate $332.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	$332.00	*Projected Basic Ed. Costs RSY*	*$59,760.00*
Estimated Number of Days - Extended SY	24	days x	daily rate	$332.00	*Projected Basic Ed. Costs ESY*	*$7,968.00*
					Total Estimated Basic Education Costs (regular school year and extended school year)	*$67,728.00*

B. Related Services

Service	*Provider*	*RSY & ESY*	*Cost per Hour*	*Individual*	*Frequency*	*Group*	*Frequency*	*Consult*	*Frequency*	*Total*
415 Language and speech	NPS	RSY	$162.00	30	mins/weekly	0	mins/weekly	0	month	$3,321.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$3,321.00*
415 Language and speech	NPS	RSY	$124.00	0	mins/weekly	30	mins/weekly	0	month	$2,542.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$2,542.00*
415 Language and speech	NPS	RSY	$114.00	0	mins/weekly	0	mins/weekly	60	month	$1,368.00
		ESY		0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$1,368.00*
450 Occupational therapy	NPS	RSY	$162.00	30	mins/weekly	0	mins/weekly	0	month	$3,321.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$3,321.00*
450 Occupational therapy	NPS	RSY	$124.00		mins/weekly	30	mins/weekly	0	month	$2,542.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$2,542.00*
450 Occupational therapy	NPS	RSY	$114.00	0	mins/weekly	0	mins/weekly	300	year	$570.00
		ESY		0	mins/weekly	0	mins/weekly		mins/mo/year	
									Total Cost	*$570.00*
510 Individual counseling	NPS	RSY	$162.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	$6,642.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
									Total Cost	*$6,642.00*
									Total Estimated Maximum Basic Education Costs :	***$67,728.00***
									Total Related Services Costs:	***$20,306.00***
									Total Estimated Maximum Basic Education and Related Services Costs :	***$88,034.00***

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly x Monthly *Other (please specify):*

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

Oak Hill School

Name of Nonpublic School/Agency

9.30.25

Signature *Date*

DEIRDRE SHEERIN

Name and Title

Executive Director

LEA

Alameda Unified School District

Name of LEA

Kirsten Zazo (09/29/2025 13:44:25 PDT) 09/29/2025

Signature *Date*

Kirsten Zazo, Assistant Superintendent of Education Services

Signature *Date*

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING $114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Out-of-State Field Trip Request: Encinal Jr. & Sr. High School Students to Arlington, VA
Item Type:	Consent
Background:	Staff seek Board approval for Encinal Jr. & Sr. High School's DECA Marketing 2 students to attend the DECA Conference in Arlington, Virgina from November 21-23, 2025. The student roster and parent/guardian informed consent forms are on file and not uploaded to this item for student privacy. ***Note: The back up documents for this item will be uploaded by 5:00 pm on Friday, October 10th.***
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.
Submitted By:	Dr. Vernon Walton, Jr., Director of Secondary Education

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Quarterly Report on Williams Uniform Complaints
Item Type:	Consent
Background:	The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints. There were no complaints received for the quarter ending September 30, 2025.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Williams Quarterly Report_July-September 2025_10.14.25	10/3/2025	Backup Material

ALAMEDA COUNTY
OFFICE OF EDUCATION
Alysse Castro, Superintendent

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

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date:
(check one and include year)

❑ October _____ (for July-Sept)
❑ January _____ (for Oct-Dec)
❑ April _____ (for Jan-Mar)
❑ July _____ (for Apr-June)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

❑ No complaints were filed with any school in the district during the quarter indicated above.

❑ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

_____
Print Name of District Superintendent

_____
Signature of District Superintendent

_____
Date

Please return completed form to the Alameda County Office of Education
Email: williamssettlement@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Proclamation: Safe Schools Week, October 19-25, 2025
Item Type:	Consent
Background:	The week of October 19-25 is National Safe Schools Week (NSSW). National Safe Schools Week provides an opportunity to empower students to keep their schools safe by encouraging them to speak up against school violence which also includes bullying. Tonight the Board of Education reaffirms its anti-bullying stance and proclaims October 19-25, 2025 as Safe Schools Week in Alameda.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.
Submitted By:	Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Safe Schools Week Proclamation	10/8/2025	Backup Material

PROCLAMATION
Safe Schools Week
October 19-25, 2025

WHEREAS, Safe Schools Week is about raising awareness of the urgent need to keep our schools and communities free from violence; and

WHEREAS, nearly one million high school students in America take a weapon to school at least once every 30 days; and

WHEREAS, according to a report entitled *Indicators of School Crime and Safety* by the National Center for Education Statistics, about 32 percent of students reported being bullied at school; and

WHEREAS, bullied students are more likely to suffer from anxiety and depression, health problems, and mental health problems; and

WHEREAS, the goal of the week is to raise awareness of effective ways to keep children safe in the classroom, on the playground, and on the computer;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education recognizes October 19-25, 2025 as Safe Schools Week.

PASSED AND ADOPTED this 14th day of October, 2025.

AYES:_____ MEMBERS:_____

NOES:_____ MEMBERS:_____

ABSENT:_____ MEMBERS:_____

_____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On June 24, 2025, through adoption of Resolution No. 2024-2025.86, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Accounting/Purchasing Manager(s).

Resolution Number 2024-2025.86 delegates authority to the Superintendent and designated staff to approve purchases and contracts below $114,800, the updated bid threshold effective January 1, 2025. Contracts between $25,000 and $114,800 approved under this authority must be ratified by the Board within 60 days.

1. (Fund 01, Resource 8150) Contract for Repair, Maintenance, or Small Construction Projects between AUSD and Gachina Landscape Management for a total price not to exceed $185,357.52.
2. (Fund 01) Contract for Repair, Maintenance, or Small Construction Projects between AUSD and Cosco Fire Protection, Inc. for a total price not to exceed $50,000.00.
3. (Fund 01, Resource 6300) Amendment No. 1 to Multi-Year Curriculum Commitment Agreement between AUSD and Teachers' Curriculum Institute LLC for an increase of $3,446.00 and an amended total of $270,430.72.
4. (Fund 01, Resource 6500) Exclusive Contract Class Agreement between AUSD and Peralta Community College District for instructional hours totaling $28,000.00.
5. (Fund 01, Resource 0003) Professional Services Agreement between AUSD and Math Mastery Movement for services not to exceed $26,397.00.
6. (Fund 01, Resource 6500) Amendment No. 2 to Master Professional Services Agreement between AUSD and Ro Health for an increase of $50,000 and an amended total of $668,000.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the

organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

---

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Gachina Landscape Management	10/8/2025	Backup Material
🗋	Cosco Fire Protection	10/8/2025	Backup Material
🗋	TCI	10/8/2025	Backup Material
🗋	PCCD	10/8/2025	Backup Material
🗋	Math Mastery Movement	10/8/2025	Backup Material
🗋	Ro Health, Inc.	10/8/2025	Backup Material

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

CONTRACT #: 2506

CONTRACT FOR REPAIRS, MAINTENANCE, OR SMALL CONSTRUCTION PROJECTS

For

☑ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") OVER $75,000 AND UP TO $220,000**

or

☐ **REPAIRS, MAINTENANCE, OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA**

THIS CONTRACT is made and entered into this 30 day of October, 2025 ("Contract"), by and between Gachina Landscape Management ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the following repairs, maintenance, or construction services ("Services" or "Scope of Work"):

   Various Sites Sports Field Maintenance Services. Work includes reoccurring landscape maintenance services as defined in the attached Exhibit A - Scope of Services as provided under Bid # 2340, Sports Field Maintenance Services for Alameda Unified School District.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed $ 185,357.52, One Hundred Eighty-Five Thousand Three Hundred Fifty-Seven Dollars and Fifty-Two Cents ("Contract Price"). Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Contract Site(s).** Contractor shall perform the Work at Various Sites (2060 Challenger Dr, Alameda, CA 94501) ("Premises" or "Sites").

4. **Contract Time & Potential Liquidated Damages.** Work to be completed by October 31, 2026. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, and it is not possible to Amend and extend the Contract without damaging the District, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of$ N/A per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

   Payment Bond & Performance Bond: When determined by the District based on the scope of work, on contracts exceeding $25,000, Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   Insurance: Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $3,000,000 aggregate
Automobile Liability, Any Auto	$1,000,000 per occurrence;
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
***Builder's Risk (Course of Construction)**	Issued for the value and scope of work.

*When determined by the District based onthe scope of work

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Brian Addicott, Director of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Bid Form and Proposal	_X_ Drug-Free Workplace Certification
____ Bid Bond	_X_ Lead-Product(s) Certification
____ Notice to Proceed	____ Roofing Contract Financial Interest Certification
_X_ Terms and Conditions to Contract	_X_ Insurance Certificates and Endorsements
_X_ Non-collusion Declaration	_X_ Performance Bond
_X_ Prevailing Wage Certification	_X_ Payment Bond
_X_ Workers' Compensation Certification Criminal	_X_ Exhibit A ("Scope of Work")
_X_ Background Investigation Certification	_X_ Plans
_X_ Asbestos & Other Hazardous Materials Certification	____ Work Specifications
	_X_ [Other] Exhibit C - Pricing Breakdown
_X_ Tobacco-Free Certification	____ Submittal(s) _____

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:
2060 Challenger Drive
Alameda, CA 94501
ATTN: Brian Addicott, Director of MOF

Contractor: Gachina Landscape Management
1130 O'Brien Drive
Menlo Park, CA 94025
ATTN: Marino Avila

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

The Parties agree to the Terms and Conditions and have ACCEPTED AND AGREED on the final date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

Contract #: 2506

Signature: Brian Addicott (10/07/2025 14:59:37 PDT)

Print Name: Brian Addicott

Print Title: Director, MOF

Dated: 10/07/2025

Signature: Shariq Khan (10/07/2025 15:49:58 PDT)

Print Name: Shariq Khan

Print Title: Assistant Superintendent

Dated: 10/07/2025

When exceeding $114,800:

Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

Contractor

Signature: Signed by: BD64DFA36F12409... _____

Print Name: H. Jaclyn Ishimaru-Gachina

Print Title: President/CEO

Dated: 10/2/2025

Company Name: Gachina Landscape Management

Company Address: 1130 O'Brien Drive

City, State, ZIP: Menlo Park, CA 94205

Phone Number: 650-853-0400

Email: _____

Federal Employer ID Number: 94-3235914

CSLB License Number: 473815

PWC Registration Number: 1000018085

PWC-100 #: _____

Budget Code: 01-8150-0-0000-8200-5800-077-77-3033

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Other: _____

Employer Identification and/or Social Security Number: 94-3235914

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
8. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of 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 the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) 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; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) 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. 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 Contract. In the event that a dispute arises between the District and the Contractor regarding 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 Contract, but shall

proceed with all Work. 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.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at their discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
  (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
  (3) Payment of an amount that is disputed by the District.
- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

The undersigned does hereby certify to confirm to the State of California Public Works Contract requirements regarding prevailing wages, on-site audits with 48 hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	Gachina BD64DFA36F13409...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

WORKERS' COMPENSATION CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

Labor Code section 2700 in relevant part provides:

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 by 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, 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 their employees.

The undersigned does hereby certify the awareness of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Contract.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	Signed by: BD64DFA36F124C4...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

(In accordance with Article 5 - commencing at section 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 this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** (District") and Gachina Landscape Management ("Contractor").

The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

☑	The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):	
☐	The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
☐	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement
☑	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur: ○ The installation of a physical barrier at the worksite to limit contact with pupils. ◉ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. ○ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://meganslaw.ca.gov).

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

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	Signed by: BD64DFA38F12409...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	BD64DFA36F1E409...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

The undersigned does hereby certify awareness of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that the contractor shall adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	BD64DFA38F12409...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

The undersigned does hereby certify and 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.

The undersigned understands that if the District determines that Contractor has 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 termination, suspension of payments, or both. The undersigned further understands that, violation of the terms of the Drug-Free Workplace Act of 1990, may be subject to debarment in accordance with the requirements of section 8350 et seq.

The undersigned does hereby acknowledge awareness of the provisions of Government Code section 8350 et seq. and hereby certifies adherence to the requirements of the Drug-Free Workplace Act of 1990.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	Signed by: BD64DFA38F12409...
Print Name:	M. Jaclyn Ishimaru-Gachina
Title:	President/CEO

LEAD-PRODUCTS CERTIFICATION

CONTRACT NO.# 2506 between **Alameda Unified School District** ("District") and Gachina Landscape Management ("Contractor").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT THEY HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	10/2/2025
Legal Name of Contractor:	Gachina Landscape Management
Signature:	Signed by: 8D64DFA38F12409...
Print Name:	H. Jaclyn Ishimaru-Gachina
Title:	President/CEO

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Alameda Unified School District** ("District") and Gachina Landscape Management _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

2506 - Sport Fields Maintenance _____ (Project Name)
("Project" or "Contract")

which Contract dated September _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, 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, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____-_____

Fax No.: (_____) _____-_____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 2025.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	Brian Addicott
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Alameda Unified School District** ("District") and Gachina Landscape Management _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

2506 - Sport Fields Maintenance _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 2025.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
Shariq Khan	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

EXHIBIT A

SCOPE OF SERVICES

*****

SPORTS FIELD MAINTENANCE SERVICES

VARIOUS SCHOOL SITES

ENCINAL HIGH SCHOOL

ALAMEDA HIGH SCHOOL

THOMPSON FIELD

LINCOLN MIDDLE SCHOOL

WOOD MIDDLE SCHOOL

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

A. GENERAL

A.1 SCOPE OF WORK

Contractor shall provide all labor, materials, equipment and supervision to meet all specifications for all of the areas within the perimeter of Alameda Unified School District's (AUSD) various sports fields located in Alameda, California.

Facility/Site	Address
Encinal HS Football Field	210 Central Ave
~~Encinal HS Softball/Baseball Field~~	~~210 Central Ave~~
Alameda HS Softball/Baseball Field	2200 Central Ave
Alameda HS Football Field @ Thompson Field	1851 Walnut St
Lincoln Middle School Athletic Field	1250 Fernside Blvd
Wood Middle School Athletic & Baseball Field	420 Grand Street

Table 1.1; List of AUSD Facilities

The above-listed areas are indicated on the drawings attached here as Technical Exhibits. Unless otherwise specified in this Performance Work Statement, all paragraphs apply to all assigned school sites.

A.2 AREAS

Areas under this contract include, but are not limited to, all lawn areas, sports turf, in-fields, running tracks, and other cultivated areas. Contractor shall clean up all debris caused by Contractor. Contractor shall also remove all leaves and debris, which are not caused by Contractor, from sport turf, in-fields, culvert entries and exits and storm drain grates on sports fields. Complete removal shall be accomplished in a way that will not cause damage to people, buildings or vehicles.

A.3 SITE DESCRIPTIONS

The contractor shall provide itemized pricing for services performed monthly at each site location and any unit cost items provided herein below.

A.3.1 ENCINAL HIGH SCHOOL (EHS)

The sports field consist of approximately 2.3 acres of baseball/softball fields, for various high school physical education and school sports activities. Site plan of EHS is given in Technical Exhibit #1.

Regular maintenance, grooming, and detailing of all fields to include;

- Remove weeds from Baseball/Soft Ball infields, backstops, dugouts, bullpens, goal posts long jumps and other field elements regularly as needed
- Trim and mechanically edge grass to infield to ensure a smooth transition to maintain precise, clean, straight lines at Baseball/Softball Pitcher mound, infield and outfield, outfield and warning track, bullpens and Multipurpose field and running track and other field elements as needed.

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

A.3.2 ALAMEDA HIGH SCHOOL (AHS)

The sports field consists of approximately 1.6 acres of baseball/softball fields and other field areas for various high school physical education and school sports activities. It also includes, bleachers and other miscellaneous structures and lawn areas outside the scope of this PWS. Site plan of AHS is given in Technical Exhibit #2.

Regular maintenance, grooming, and detailing of both Baseball/Softball infields to include;

- Remove weeds from infields regularly as needed
- Mechanically edge grass to infield to ensure a smooth transition and maintain a precise, clean, straight line.

A.3.3 AHS - THOMPSON FIELD

The sports field consists of approximately 2.3 acres of multi-sport open field area, running tracks and other field areas for various high school physical education and school sports activities. It also includes, locker rooms, offices, restrooms, bleachers and other miscellaneous outbuildings and lawn areas outside the scope of this PWS. Site plan of THOMPSON FIELD is given in Technical Exhibit #3.

Regular maintenance, grooming, and detailing of both multipurpose and practice fields to include;

- Remove weeds from perimeter fencing regularly as needed
- Mechanically edge grass between field and running track and where turf meet concrete walkways to ensure a smooth transition and maintain a precise, clean, straight line.

A.3.4 LINCOLN MIDDLE SCHOOL (LMS)

The sports field consists of approximately 2.9 acres of baseball/softball fields and other field areas for various middle school physical education and school sports activities. Site plan of LMS is given in Technical Exhibit #4.

Regular maintenance, grooming, and detailing of the field to include;

- Remove weeds from backstops, fencing and perimeter wall regularly as needed
- Mechanically edge grass between field and blacktop to ensure a smooth transition to maintain precise, clean, straight line.

A.3.5 WOOD MIDDLE SCHOOL (WMS)

The sports field consists of approximately 2.1 acres of multiple use sports field and running track areas for various middle school physical education and school sports activities. It also includes other miscellaneous lawn areas outside the scope of this PWS. Site plan of LMS is given in Technical Exhibit #5.

Regular maintenance, grooming, and detailing of the field to include;

- Remove weeds from backstops, fencing and perimeter wall regularly as needed

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

- Mechanically edge grass between field and running track to ensure a smooth transition to maintain precise, clean, straight line.
- Remove weeds from Baseball/Soft Ball infields, backstops, dugouts, bullpens, goal posts long jumps and other field elements regularly as needed
- Trim and mechanically edge grass to infield to ensure a smooth transition to maintain precise, clean, straight lines at Baseball/Softball Pitcher mound, infield and outfield, outfield and warning track, bullpens and Multipurpose field and running track and other field elements as needed.

A.4 SOD REPLACEMENTS

On a yearly basis a certain amount of sod will need to be replaced at the AUSD Sports Fields. Based on historical data from past projects over the last five years, the amount of sod replacement per field as noted herein is fairly consistent and shall be the basis for the bidder's quote.

Site	Assumed SF
Encinal HS Fields	2,000
Alameda HS Field	2,000
Thompson Field	25,000
Lincoln Middle School	2,000
Wood Middle School	5,000

Bidder shall include as part of its proposal a unit cost price for sod replacement should additional square footage be needed or requested. The all-in unit cost shall remain in effect for the term of the contract.

B. SCHEDULING

No work using mechanical or gas-powered, noise-generating machinery/equipment shall commence prior to 7:00 AM as required by the City of Alameda Ordinance.

All mowing, edging, blowing and clean-up must be completed by no later than 9:30 AM at each site location. As such all work at each site must be completed in 2 hours maximum.

Contractor shall make note of this requirement in their proposal and confirm that they can perform the necessary work in the time noted herein. All reoccurring landscape maintenance work shall be performed on Wednesday and Friday mornings in accordance to the technical exhibits included herein. Any deviation from these days shall be agreed upon by the AUSD Program Manager.

C. PERSONNEL REQUIREMENTS AND QUALIFICATIONS

The Contractor shall submit to the AUSD, a roster of employees, which shall include each employee's full name and telephone number and position description to AUSD for approval within fifteen (15) calendar days after award. (See Deliverables Para. M)

C.1.1 IDENTIFICATION AND UNIFORMS

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

The Contractor's employees' attire shall be as neat and clean as practical while performing their duties. The Contractor shall require all employees to wear distinctive uniform clothing for ready identification. All employees shall wear uniforms consisting of shirts and trousers/slacks or coveralls. The uniform shall have the Contractor's name in sufficient size to be read at a distance of approximately ten (10) feet, affixed thereon in a permanent manner.

C.1.2 VEHICLE SIGNAGE

Contractor vehicles shall have signage for identification. A current California driver's license will be required for all personnel who operate any vehicular equipment, including golf carts and other vehicles of that nature, within the boundaries of AUSD Facilities.

C.1.3 SITE FOREMAN

The Site Foreman shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under this contract. The Site Foreman must be authorized to receive any notices of deficiency in contract performance. These notices may include, but are not limited to, the following: non-performance of work, deficiencies in work performed, and notices of proposed payment deductions for any deficiencies. The Site Foreman, or alternate, shall be available within two (2) hours during normal duty hours to meet on the installation with the AUSD Program Manager to discuss problem areas. The Contractor shall submit the names, addresses, and phone numbers of site foreman and assistant site foreman to AUSD for approval within fifteen (15) calendar days after award. (See Deliverables Para. M)

D. TURF MAINTENANCE

All turf grass shall be maintained on a weekly basis during all of the various sports seasons. Landscape Maintenance in accordance with Appendix I; Maintenance Frequency Schedule and Appendix II; Site Maps included herein.

D.1 MOWING AND TRIMMING

The work covered by this section of the specification consists of performing all operations in connection with lawn mowing, trimming, edging, debris removal, and removal of weeds growing in all paved areas and fences. All edging and trimming shall be completed to coincide with lawn mowing operations.

D.1.1 MOWING

When grass is dry and standing, grass shall be mowed to a minimum of two (2) inches and a maximum of three (3) inches. This variation is required to allow the grass areas to reach a maximum of three (3) inches in height during the summer months, gradually decreasing to a height of two (2) inches during the winter months. The cutting shall be even, without ridges, free of scalped spots, and neat in appearance. If more than one mower is used on any lawn during the same mowing cycle, the mowers shall be so designed, adjusted, and operated, that no noticeable difference between mowing patterns will be evident. Riding mowers shall not be permitted in areas with soft ground, where tire tracks or indentations could be made, or

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

in areas where the ground is not level. Each successive mowing shall be at approximate right angles to the previous mowing. All grass clippings and debris shall be collected and removed immediately after mowing and disposed offsite in accordance with Para. A.7.

Notify the AUSD Program Manager if conditions are present that preclude the contractor's ability to mow and meeting the planned schedule or maintain mowing standards.

D.1.2 TRIMMING

Trimming is the horizontal cutting of all grass and/or weeds to not more than one and one-half (1-1/2) inches high along walls, curbs, sidewalks, fences, guy wires or poles, or any other object in, or adjacent to, the turf areas. All permanently installed sprinkler heads shall be visible after trimming is completed. Trimming does not allow the use of an herbicide or any other method designed to kill the grass, plants, or vegetation. Trimming or scalping of lawn edges to exposed dirt is not permitted. Immediately after trimming, all cuttings and debris shall be removed and disposed of in accordance with Para. A.7.

D.1.3 EDGING

Edging is the vertical cutting along all lawn edges adjoining sidewalks, curbs, walls, and/or running tracks. All edging shall follow the contours of the adjoining structure and produce a clean straight edge. Edging shall not infringe into the lawn area any further than one (1) inch from the structure. Immediately after edging, all cuttings and debris shall be removed and disposed of in accordance with Para. A.7.

D.2 FERTILIZING

Contractor shall apply a complete balanced slow release turf fertilizer four times per year to promote healthy growth and an attractive, rich green appearance. Prior to application, contractor shall provide type and quantity to be applied.

Any changes to chemicals used, as well as an updated SDS, shall be submitted to AUSD approval five (5) calendar days prior to use

D.3 AERATING

Turf aeration consists of removing soil plugs to a depth of 1-1/2" –2" over the entire field area. Deep tine aeration shall be provided four times per year, once prior to the start of spring (typically in late March/early April), and once prior to the start of the fall (typically the first week in September). Additional deep tine aerations shall be performed twice per year approximately midway through each season as identified above for a total of four aerations per year.

D.4 WEED AND PEST CONTROL

Contractor shall effectively control broadleaf weeds with selective herbicides, which are in compliance with all City, County, State, and Federal Agencies, as well as the California Healthy Schools Act (HSA). AUSD Program Manager shall be properly notified of all applications of approved herbicides prior to their broadcast.

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

Any pest abatement shall be discussed and approved prior to commencement of any such work with AUSD Program Manager and full endorsement by the AUSD.

D.5 DEBRIS

All trimmings and debris shall be collected immediately after performing a task and disposed of on the same day as collected. This only applies to work areas and adjacent areas shown on the Technical Exhibits, Site Boundaries. The contractor shall remove all collected debris from the work site and properly dispose of in accordance with local and state regulations.

D.6 SOD REPLACMENTS

As noted above (Para. A.4), this project involves periodic removal/replacement of existing worn turf. The renovation work includes all supervision, labor, materials, disposal, rough and fine grading, installation of new sod and clean up.

Sod replacement work shall include, but not limited to, the following;

1. Cut and remove existing sod to sized dimensions as per plan that will be provided to the contractor by the AUSD PM prior to commencement of work. Rototill to a depth of 4". Incorporate existing soil with nitrolized redwood sawdust or prior approved amendment. Install imported Turf Blend soil (available from American Soil & Stone) as required to eliminate low spots. Rake newly rototilled soil free of roots and rocks. Roll smooth grades to a continuously flat surface without undulations. Apply approved fertilizer at recommended rate.

2. Install big roll sod within ten hours of cutting by supplier. (Do not install dried sections of sod) Sod shall be 90% Rye plus 10% Bluegrass blend or approved sod blend. Sod shall not have any back-netting. Joints shall be tight and flush with adjacent sod roll and where sod abuts existing turf to remain.

3. If needed, install 4" Green-stake biodegradable sod stakes at newly installed sod perimeter to ensure new sod stays in place and to minimize shrinkage and end-curling. Ensure sod is placed flush with adjacent grades. Roll sod with roller to press the sod into the ground. Stagger the end joints of the sod such that not two joints align. Secure all freshly sodded areas with a complete perimeter of caution tape and field closure signs

4. Top seed and overdress existing sod perimeters to ensure even surface and no gaps.

5. Provide 30-day establishment period to ensure a well-established sod installation.

6. Hand water/deep soak sod immediately after installation. Contractor shall make the necessary adjustments to the irrigation controllers to add additional watering cycles and/or increase watering times during the establishment period.

7. Contractor's Project Manager shall visit the site regularly during delivery of sod, installation and establishment period on a weekly basis to monitor progress.

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

E. IRRIGATION

The work covered by this section of the specification consists of performing all operations in connection with watering and the maintenance of AUSD-owned sprinkler systems.

E.1 IRRIGATION SYSTEM DOCUMENTATION DEVELOPMENT

As part of an effective Integrated Turf Management program it is important that an effective irrigation management program be maintained on an ongoing, and consistent basis. To that end it is important that the irrigation systems and components be maintained and periodically updated as required.

E.1.1 SYSTEM COMPONENT MAPS

Develop, update and maintain an irrigation system component maps for all areas listed in Table 1.1. The Contractor shall submit a complete System Component Maps for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award (See Deliverables Para. M).

Irrigation system maps shall include the following;

- Accurate locations of all components (EBMUD Meters, rotors, sprinklers, remote valves, BFP, MCV, meters, isolation valves, controllers, etc.)
- Each zone shall be identified and shall show a boundary line of that particular zone.
- Each zone shall be color-coded on the map.
- Each rotor/sprinkler within a particular zone shall be identified with a unique number; i.e., Zone 1-01 where the first number designates the Zone number and the second number designates the rotor number within that zone.

E.1.2 SYSTEM EQUIPMENT LISTS

In addition, all irrigation system components and existing conditions shall be surveyed and their specific attributes recorded on an Excel spreadsheet or similar. The Contractor shall submit a complete System Equipment List for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award (See Deliverables Para. M).

- Make, model number, serial number, operating pressure, etc. for all irrigation system components
- Static Pressure readings (PSI) at EBMUD meter(s)
- Dynamic pressure readings (PSI) at remote control valves
- Using a Pitot Tube and pressure gauge, document the pressure (PSI) of every sprinkler head on the system

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

E.2 SPECIAL NOTES AND CLARIFICATIONS

No CAD drawings exist for the sites noted herein, limited layout information will be provided prior to start of work

Upon any updates of the irrigation system mapping and component inventory, Contractor shall provide the AUSD Program Manager access to the program of the as-built irrigation system maps and components inventory lists containing all component attribute data.

E.3 IRRIGATION SYSTEM MANANGEMENT

AUSD is committed to conserving water and ensuring that irrigation of our sports fields is done effectively and efficiently maintain safe, quality playing surfaces for its students and outside user groups. As such AUSD wishes to implement selective Landscape Irrigation Best Management Practices (BMP) as outlined in the latest edition of the Irrigation Association & American Society of Irrigation Consultants. The effective irrigation of the AUSD sports fields is both critical and at the same time challenging, to ensure a healthy and vigorous turf and maximum sports field playability.

Effective irrigation management is defined as irrigation application that is within five percent (5%), plus or minus, of the real-time evapotranspiration (ET) rate budget. The real-time evapotranspiration rate budget is defined as California Irrigation Management Information System (CIMIS) spatial data determined for Alameda, CA, 94501.

The primary purpose of the irrigation system is to deliver supplemental water to the AUSD sports fields when rainfall is not sufficient to meet the turf water needs while also maintaining a quality, safe playing surface to meet the needs of the various AUSD sports programs all without exceeding their maximum applied water allowances (MAWA).

E.4 SYSTEM CHECK-OUT

The Contractor shall keep permanently installed systems and components in good physical and operational condition, and shall report in writing to AUSD, any malfunction of valves, timers, distribution mains and/or damage to sprinkler heads, systems, etc. Setting, adjusting, and servicing the electrical timer clocks for automatic irrigation systems shall be the Contractor's responsibility.

The Contractor shall arrange for an on-site meeting with the AUSD Program Director to review all maintenance expectations for the site. Prior to commencement of any maintenance work, Contractor shall fully familiarize themselves with each of the school site and all of its unique requirements.

At the start of the contract period, Contractor shall perform a complete inspection and functional check-out of the existing irrigation system and confirm its functionality. Any defects or deficiencies shall be immediately reported to the AUSD Program Manager. No repair work, if required, shall be performed without first receiving approval from the AUSD Program Manager. All changes to the irrigation schedule shall be communicated to the AUSD Program Manager for approval prior to making any changes. Contractor shall coordinate watering

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

schedules for each site with the AUSD Program Director. The watering schedules can vary from site to site and also depending on the school sports playing seasons.

The irrigation system shall be checked to ensure proper functionality at the frequencies noted in the Maintenance Frequency Schedule in Appendix I in this specification. Contractor shall forward copies of all irrigation system check to the AUSD Program Manager noting any problem requiring immediate attention. The Contractor shall submit a complete System Inspection, Adjustment and Repairs Report to the AUSD Program Manager for approval within fifteen (15) calendar days after award and quarterly per Appendix I; Maintenance Frequency Schedule. (See Deliverables Para. M)

Any irrigation system parts that are malfunctioning and/or damaged not associated with Contractor's routine maintenance operations, shall be replaced or repaired at the direction of the AUSD Program Director and under separate written authorization as additional work.

E.5 WATER BUDGETS

Water budgets allow the Contractor's Water Manager to anticipate the amount of water required. The total landscape water requirement shall be based on summing the water requirement for each irrigation zone using reference evapotranspiration data (CIMIS Union City) and adjusted for real-time weather conditions (CIMIS spatial data for Alameda), and appropriate plant factors and site rainfall. The Water Manager shall utilize meter readings to compare the amount of water applied based on the irrigation scheduling to the calculated water requirements. Adjustments shall be made to the schedules to keep applications within the MAWA. Measured water usage (from meter readings) shall be compared to both the landscape water requirement schedule and the MAWA in accordance with Appendix I; Maintenance Frequency Schedule. Variations in use that are greater or less than five-percent (5.0 %) of the MAWA shall be immediately brought to the attention of the AUSD Program Director

E.6 WATER CALCULATIONS

The sports fields' water requirements shall be determined by summing the water requirement for each Hydrozone on each field using the Irrigation Association's BMP formula(s).

TERMS

- LWR = Landscape Water Requirement; expressed in gallons
- WRh = Hydrozone Water Requirement; with a zone designator, expressed in gallons
- ETo = Evapotranspiration for the time period, expressed in inches [CIMIS data]
- Kc = Turfgrass Factor coefficients for the Hydrozone; expressed as a ratio
- Re = Rainfall that is effective within a root zone, expressed in inches
- LA = Landscape Area; expressed in SF

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

- IE = Irrigation efficiency (the expected efficiency that reflects management skill for scheduling, sprinkler performance and maintenance)

- 0.623 = Cubic Feet to Gallons conversion factor

FORMULAS

Total Landscape Water Requirement (Gallons)

Where:

$$LWR = WRh1 + WRh2 + WRh3 + etc...$$

Hydrozone Water Requirement (Gallons)

Where:

$$WRh = \frac{((ETo \times Kc) - Re \times LA \times .623}{IE}$$

Using water meter readings, determine if the irrigation schedule is applying the correct amount of water by comparing water usage with the amount calculated by the above equation. The Contractor shall submit Irrigation System Readings for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award and monthly within five (5) days following each new month of service. (See Deliverables Para. M)

All changes to the irrigation schedule shall be communicated to the AUSD Program Manager for approval prior to making any changes.

E.7 RUNTIME PROGRAMS

Schedules determine monthly and yearly water requirements. Irrigation runtime programs determine the required zone runtimes based on the Hydrozone unique parameters, including soil infiltration rates, current weather data, and the restrictions of sports activities and subsequent limited water windows.

Contractor shall create irrigation controller runtime programs that maximize application, but do not exceed the weekly MAWA, based on real time ETo.

Irrigation programs shall be coordinated with the school sports playing season activities and in no case shall any irrigation take place later than 5:00 am Monday thru Saturday or before 8:00 pm on Sundays.

F. INSURANCES AND LICENSES

Contractor shall hold a current California Contractor's License, C-27 suitable for maintenance, construction, and design of landscape as well as any other required City of Alameda licenses. Contractor shall agree to provide worker's compensation, unemployment insurance, and any other insurance required by local, state, or Federal law. Contractor shall ensure that all

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

insurance coverage complies with the applicable section(s) of the AUSD Landscape Maintenance Contract.

In addition, Contractor shall maintain an active Pest Control Operator's and Herbicide Applicator license. The Contractor shall California Pest control Applicators Licenses within fifteen (15) calendar days after award and updated as needed (See Deliverables Para. M).

G. BILLING

Invoices for monthly landscape maintenance shall be for work performed the prior month issued on the first day of each consecutive month with all invoices due Net 30.

Contractor shall submit all invoices for approval via email in PDF file format. Invoices for monthly maintenance work shall be submitted separately for each site should the Contractor maintain more than one site. Rehabilitation, renovation or construction work shall be invoiced separately for each site and separate from any ongoing monthly maintenance work.

H. CONTRACT TERM

The term of this service contract shall be for a one (1) year from date of execution by both parties. It may be terminated by either party upon thirty (30) days written notice. All rates and monthly maintenance fees shall remain in effect for the entire term of the contract and shall not be subject to any rate change. At the end of the contract period, the DISTRICT may award up to four (4) additional, one (1) year terms based on satisfactory service/performance with the selected provider.

I. FEE

Contractor shall provide an all-inclusive, full burdened monthly fee that shall remain in effect for the entire year and is not subject to rate change to cover all maintenance requirements as noted herein.

Contractor shall provide with its bid, a current rate sheet by employee classification indicating a fully burdened bill rate.

Contractor shall also provide unit cost pricing for sod replacement to remain in effect for the entire duration of the contract.

J. SUPPLEMENTAL WORK

From time to time it may be necessary that supplemental, remedial work be performed to restore the site to a safe playing condition. Any such work that is not identified as part of the Basic Scope of Services as outlined herein will be deemed as "supplemental work," and as such, Contractor shall prepare a separate quotation will all supporting documentation describing the proposed work and its associated costs. Examples of "supplemental work" include, but are not limited to, the following:

- Extensive Repairs (exceeding $1,000) or additions to the existing irrigation system

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

- Re-sodding of severely distressed or damaged areas in addition to the square footages as noted herein
- Specific and extensive Pest Control
- Supplemental hand- watering if weather conditions dictate
- Site-wide, extensive overseed and topdressing
- Adding infield or warning track mix at baseball fields (Alameda HS and Encinal HS)
- Adding bricks or rebuilding pitcher's mound and home plate areas

K. CHANGE ORDERS

Requests for additional work whatsoever shall only be considered when presented in writing by the Contractor's Project Manager or Program Director to the AUSD Program Manager. No verbal requests will be accepted or authorized. No consideration for Contractor to authorize work independently will be accepted or authorized. If Contractor should decide to proceed without AUSD Program Manager express written approval, they do so at their own risk and cost.

L. SPECIAL PARAGRAPHS

L.1 FACILITIES

AUSD shall furnish no materials or labor, but will furnish, free of charge, water for irrigation purposes; however, the Contractor will be required to exercise good utility conservation practices. If excessive and careless use of utilities by the Contractor is evidenced, the KO may unilaterally establish use criteria and scheduling.

Electrical power shall be furnished by AUSD at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of work.

L.2 SAFETY

All work shall be conducted in a safe manner and shall comply with all applicable Federal, State, and local safety standards and requirements. AUSD reserves the right to inspect for compliance with safety standards and requirements. The Contractor shall employ a Safety Plan in compliance with all Federal and State laws, including OSHA.

L.2.1 SAFETY PLANS

The safety plan shall include, but is not limited to, required personal protection equipment; proper use of tools and equipment; ensuring the protection of property of both the Government and the Contractor; required safety meetings and training; and safety equipment in the workspace, such as eyewash stations and first aid kits, etc.

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

All landscape maintenance equipment shall be maintained and used in a safe and effective condition, including safety shielding and protective equipment. The Contractor shall conform to all manufacturers' safety precautions. Operator eye and hearing protection shall be provided by the Contractor and shall be worn at all times during operations of mowers, mechanical lawn edger, trimmers, and other power equipment, and at other times deemed necessary by AUSD.

L.2.2 REPORTING

The Contractor shall report all incidents or accidents resulting in death, trauma, illness, or occupational disease to AUSD. Dates, times, persons involved, exposure data, and description of accident shall be indicated in each typed report. All accidents on AUSD Site shall be reported within twenty-four (24) hours of their occurrence to the AUSD Program Manager.

L.2.3 DAMAGE REPORTS

The Contractor shall submit a full report of damage to government property, and/or equipment, caused by Contractor employees to the KO or his/her designated representative. Dates, times, persons involved, a description of damage, and the estimated cost of damage shall be indicated in each typed report. All damage reports shall be submitted within twenty-four (24) hours of their occurrence. Reimbursement shall be made to the Government for damage that results from Contractor negligence.

L.3 SUBMISSION OF SAMPLES AND CERTIFICATES

L.3.1 SAFETY DATA SHEETS (SDS)

Safety Data Sheets (SDS) for all chemical products to be used on CGI shall be submitted to the COR prior to use. Chemical products refer to, but are not limited to, such items as herbicides, pesticides, fungicides, and fertilizers. Contractor shall provide copies of all propose product date as well as SDS information to the AUSD Program Manager. (See Deliverables Para. M)

L.3.2 MANUFACTURER'S RECOMMENDATIONS

The Contractor shall also submit a copy of the manufacturer's recommendations for all chemical, seed, and sod products to be used under this contract.

L.3.3 CHEMICAL USAGE REPORTS

Contractor shall submit to the AUSD Program Manager a Monthly Chemical Usage Report, detailing the type and quantity of chemicals used and the areas of application within in five (5) calendar days to the AUSD Program Manager after the close of each month. (See Deliverables Para. M)

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

M. DELIVERABLES

The Contractor is responsible for meeting the Deliverables format, content, and schedule in accordance with the table below. Deliverables are required via electronic media.

No.	Deliverables	Freq.	Date (s) Required
001	Names and Phone Numbers of Contractor Employees (**Para. C of the SOW)**	As updated	**Seven (7) business days before contract start date, and as updated**
002	Names and Phone Numbers of Site Foreman and Assistant (**Para. C.1 of the SOW)**	As updated	**Seven (7) business days after award, and as updated**
003	Irrigation System Component Maps (**Para. E.1.1 of the SOW)**	As updated	**Thirty (30) calendar days after award, and as updated**
004	Irrigation System Equipment Lists (**Para. E.1.2 of the SOW)**	As updated	**Thirty (30) calendar days after award, and as updated**
005	Irrigation System Check-Out / Inspection, Adjustment, Documentation and Repairs Report (**Para. E.4 of the SOW)**	Quarterly	**Thirty (30) calendar days after award, then every ninety (90) calendar days**
006	California Pest Control Applicator License & Integrated Pest Management Plan (**Para. F of the SOW)**	As updated	**Fifteen (15) calendar days after award, and within five (5) days when updated**
007	Safety Data Sheets (**Para. L.3.1 of the SOW)**	As updated	**AS UPDATED submit five (5) calendar days before use**
008	Chemical Usage Reports (**Para. L.3.3 of the SOW)**	Monthly	**Fifteen (15) calendar days after award, and Monthly as updated**

*** END OF SOW ***

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

APPENDIX I – MAINTENANCE FREQUENCY SCHEDULE

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
WEEKS	52	5	4	4	4	5	4	5	4	4	5	4	4
TURF CARE													
Mowing	49	5	4	4	4	5	4	3	3	4	5	4	4
Edging	27	2	2	2	2	3	2	3	2	2	3	2	2
Leaf & Litter Removal	52	5	4	4	4	5	4	5	4	4	5	4	4
Fertilizer	4	1	-	-	1	-	-	1	-	-	1	-	-
Deep Tine Aeration	4	1	-	-	1	-	-	1	-	-	1	-	-
Slice Aeration	2	-	-	-	-	1	-	-	-	1	-	-	-
Weed Control	37	2	4	5	4	4	5	4	4	5	-	-	-
Pre-Emergent	1	-	1	-	-	-	-	-	-	-	-	-	-
Post-Emergent	3	-	-	-	-	1	-	-	1	-	-	1	-
IRRIGATION MAINTENANCE													
System Check	4	1	-	-	1	-	-	1	-	-	1	-	-
Meter Readings	45	2	2	4	4	5	4	5	5	4	4	3	3
CLEAN UP													
General Cleanup	52	5	4	4	4	5	4	5	4	4	5	4	4
Debris Removal	52	5	4	4	4	5	4	5	4	4	5	4	4
SITE MANAGEMENT													
Client Meetings	12	1	1	1	1	1	1	1	1	1	1	1	1
Acct. Mgr. QC Site	52	5	4	4	4	5	4	5	4	4	5	4	4
Visits	52	5	4	4	4	5	4	5	4	4	5	4	4
Crew On-site	52	5	4	4	4	5	4	5	4	4	5	4	4

#

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

TECHNICAL EXHIBIT 1 – ENCINAL HIGH SCHOOL

MULTI-PURPOSE SPORTS FIELD
BASEBALL/SOFTBALL FIELD

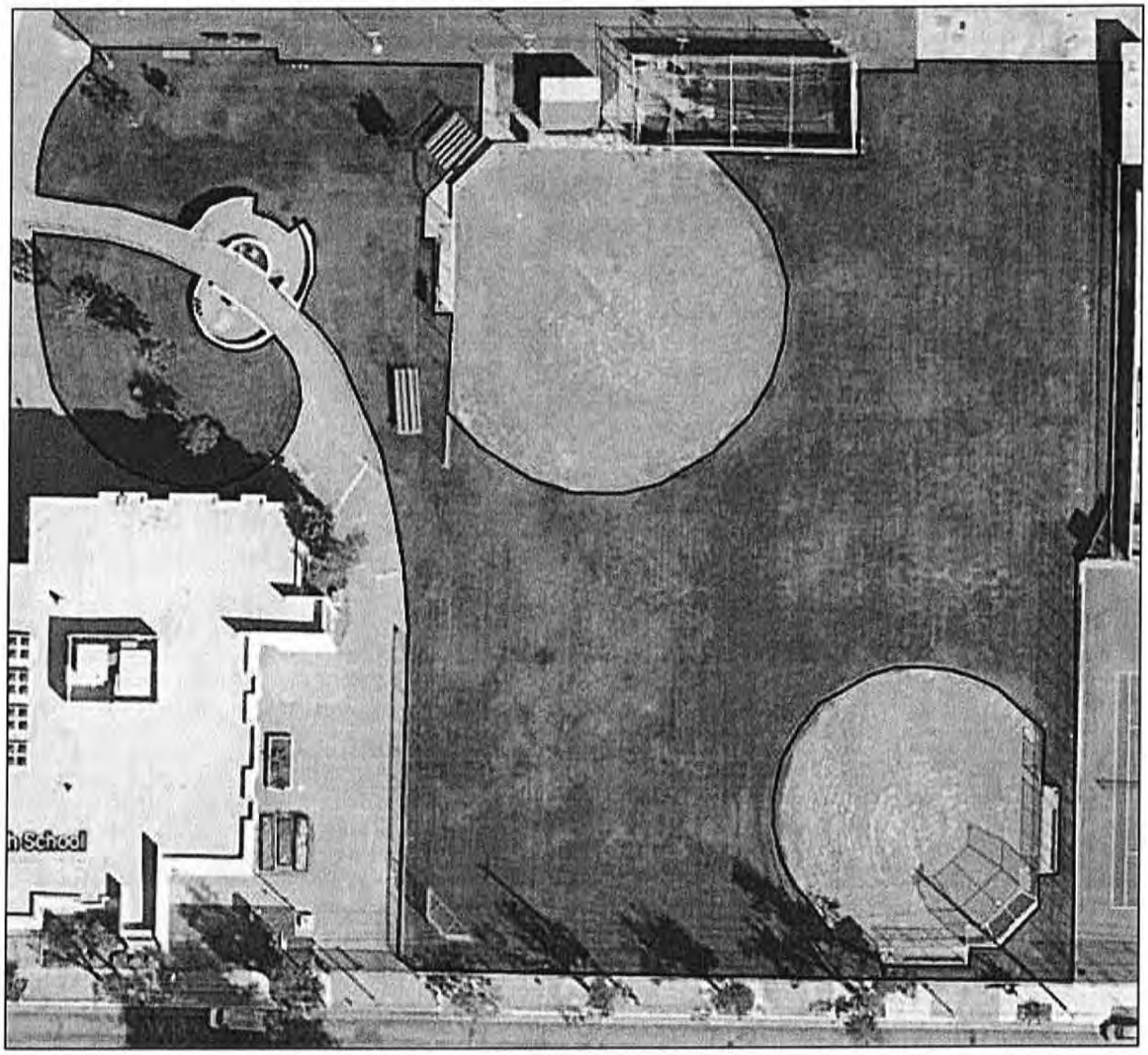


AREA	~AREA (AC)	~PERIMETER (LF)
Multi-Purpose Field	2.44	1300
Baseball/Softball Field	2.33	1300

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

TECHNICAL EXHIBIT 2 – ALAMEDA HIGH SCHOOL

BASEBALL/SOFTBALL FIELD

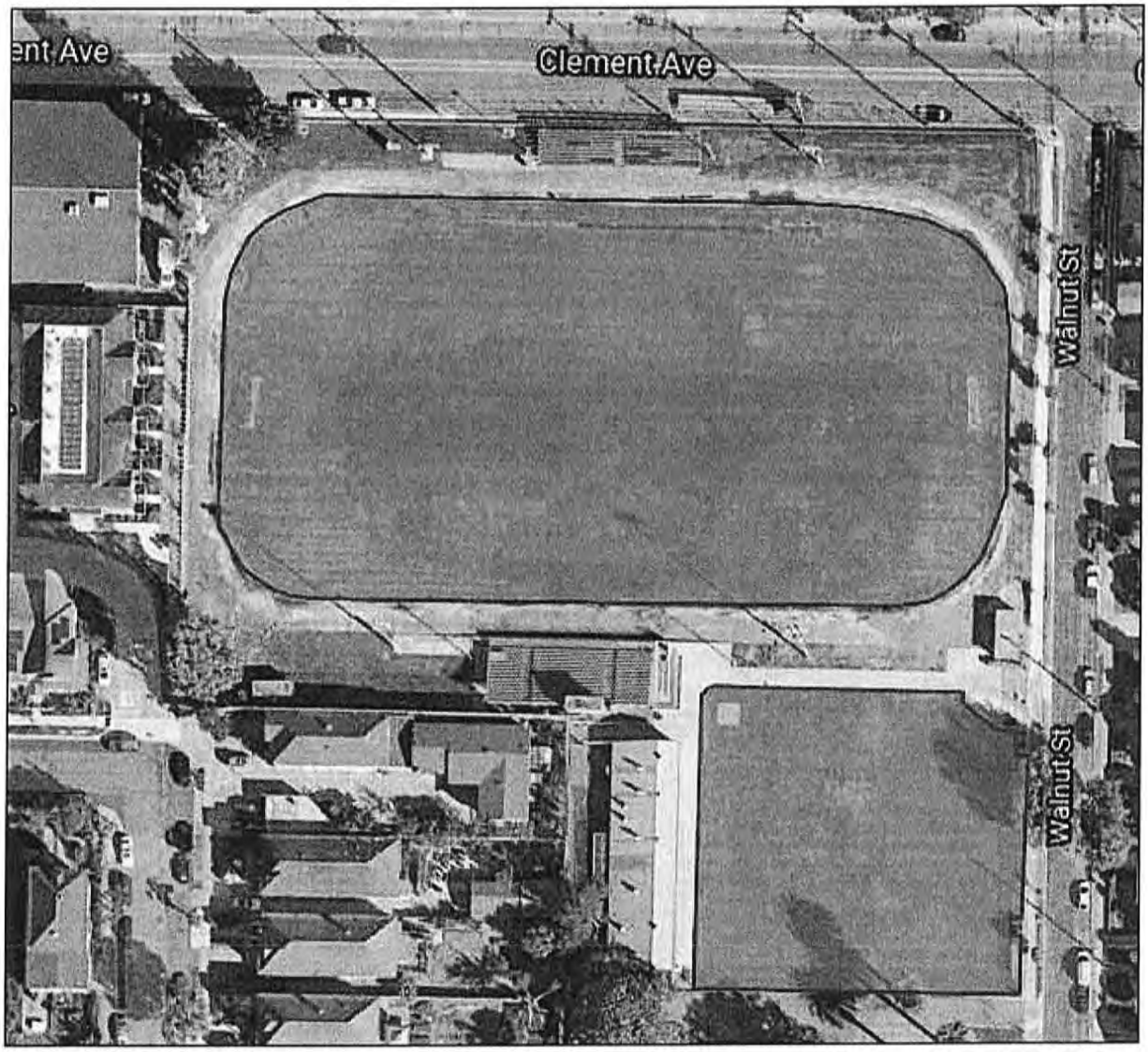


AREA	~AREA (AC)	~PERIMETER (LF)
Softball Field	1.50	1851

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

TECHNICAL EXHIBIT 3 – THOMPSON FIELD

MULTI-PURPOSE SPORTS FIELD



AREA	~AREA (AC)	~PERIMETER (LF)
Multi-Purpose Field	1.76	1100
Practice Field	.5	600

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

TECHNICAL EXHIBIT 4 – LINCOLN MIDDLE SCHOOL

MULTI-PURPOSE ATHLETIC FIELD

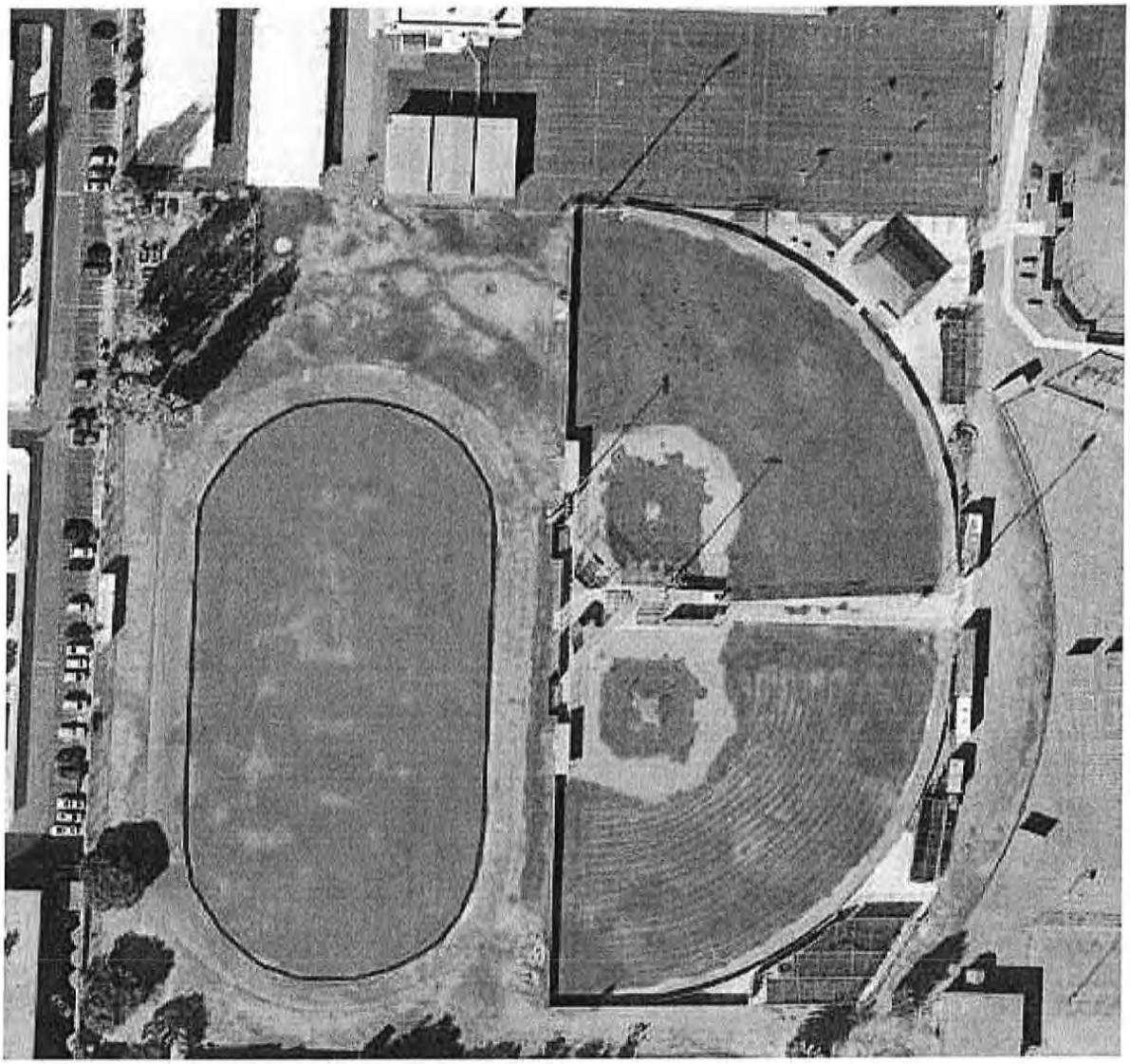


AREA	~AREA (AC)	~PERIMETER (LF)
Athletic Field	2.9	1500

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

TECHNICAL EXHIBIT 3 – WOOD MIDDLE SCHOOL

MULTI-PURPOSE ATHLETIC FIELD



AREA	~AREA (AC)	~PERIMETER (LF)
Athletic Field	2.1	1700

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

ALAMEDA UNIFIED SCHOOL DISTRICT
Enclosure (a); PRICING BREAKDOWN

PROJECT:	**SPORTS FIELD MAINTENANCE SERVICES**	BID#:	**2506**
CONTRACTOR:	Gachina Landscape Management	DATE:	

Line#	Description	Monthly/Unit	Annual Ext'd	Comments
1	**Reoccuring Maintenance Services***			
1.1	Alameda HS Softball Field	$ 1,057.81	$ 12,693.72	
1.2	Alameda High Thompson Field	$ 1,057.81	$ 12,693.72	
1.3	Encinal HS Baseball Field	$ 1,197.89	$ 14,374.68	
1.4	Encinal HS Football Field		$ -	NOT INCLUDED
1.5	Lincoln Middle School Field	$ 905.37	$ 10,864.44	
1.6	Wood Middle School Field	$ 905.37	$ 10,864.44	
1.7	Wood Middle School Baseball Field	$ 522.21	$ 6,266.52	
	Subtotal	$ 5,646.46	$ 67,757.52	
2	**Sod Replacements****			
2.1	Alameda HS Softball Field	$ 4.20	$ 8,400.00	2,000 Approx. SF
2.2	Alameda High Thompson Field	$ 4.20	$ 84,000.00	20,000 Approx. SF
2.3	Encinal HS Baseball Field	$ 4.20	$ 8,400.00	2,000 Approx. SF
2.4	Encinal HS Football Field	$ 4.20	$ -	NOT INCLUDED
2.5	Lincoln Middle School Field	$ 4.20	$ 8,400.00	2,000 Approx. SF
2.6	Wood Middle School Field	$ 4.20	$ 4,200.00	1,000 Approx. SF
2.7	Wood Baseball Field	$ 4.20	$ 4,200.00	1,000 Approx. SF
	Subtotal		$ 117,600.00	
	TOTAL (Sum of Work Packages 1 &2)		**$ 185,357.52**	

** All prices include supervision by Branch Manager and Account Manager, transportation, equipment and consumables costs to fullfill the scope of work.*

*** Pricing is for contingency only, AUSD reserves the right to seek additional competitive pricing for major sod replacements and other major turf renovations.*

Docusign Envelope ID: EAFDA96E-B52A-48ED-A443-AD914A3D6F46

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burnham Risk & Insurance Solutions 15901 Red Hill Ave, Ste 100 Tustin CA 92780 License#: 0F69771	CONTACT NAME: Valerie Dehus PHONE (A/C, No, Ext): 714-505-7007 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: Valerie.Dehus@Baldwin.com
INSURED Gachina Landscape Management, Inc. 1130 O'Brien Drive Menlo Park CA 94025 GACHLAN-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Indemnity Company of 25682 INSURER B : Travelers Property Casualty Co 25674 INSURER C : Westchester Surplus Lines Insu 10172 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 64039138 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CO-9X536019	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	810-9X536020-25-26	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CUP-A8180125-25-26	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-A8166063-25-26-G	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution			G73548913004	4/1/2025	4/1/2026	Occurance/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability
Additional Insured: CG D2 46 04 19
Primary & Non-Contributory: CG T1 00 02 19
Waiver of Subrogation: CG D3 16 02 19
Per Project Aggregate: CG D2 11 01 04
GL wrap exclusion: CG 21 54 12 19

Auto
See Attached...

CERTIFICATE HOLDER

Alameda Unfied School District
2060 Challenger Drive
Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

AGENCY CUSTOMER ID: GACHLAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Burnham Risk & Insurance Solutions	NAMED INSURED Gachina Landscape Management, Inc. 1130 O'Brien Drive Menlo Park CA 94025
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured and Primary Non-Contributory: CA T4 99 02 16
Waiver of Subrogation: CA T3 53 02 15
Short Term Lease Loss Payee: CA T4 52 02 16

Workers' Compensation
Waiver of Subrogation: WC 99 03 76 A

Umbrella
Follow Form over GL, Auto and EL: EU 00 01 07 16

Re: Project Description: All Contracts Site Name: All Sites, Address: 2060 Challenger Drive, Alameda, CA 94501 per written contract with the Named Insured.

Alameda Unified School District, its trustees, employees, and agents, the State of California, are named as Additional Insured per terms to the attached endorsements General Liability per form attached. General Liability Primary & non-contributory wording per form attached. General Liability wavier of subrogation per form attached. Auto additional insured, auto primary-non-contributory attached. Auto waiver of subrogation per form attached. Workers Compensation Waiver of Subrogation per form attached. 30-Day notice of cancellation, except 10-day notice for non-payment of premium applies per policy provisions.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Compa ny. All rights reserved .
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

© 2018 The Travelers Indemnity Company. All rights reserved.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

© 2018 The Travelers Indemnity Company. All rights reserved.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: 1FF57E86-7AA0-47E1-94C5-A54CD6B2A56A

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-A8166063-25-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-01-25 **ST ASSIGN:**

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

CONTRACT #: 2570

CONTRACT FOR REPAIRS, MAINTENANCE, OR SMALL CONSTRUCTION PROJECTS

For

☐ **REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") OVER $75,000 AND UP TO $220,000**

or

☑ **REPAIRS, MAINTENANCE, OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA**

THIS CONTRACT is made and entered into this 19th day of September, 2025 ("Contract"), by and between Cosco Fire Protection, Inc. ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the following repairs, maintenance, or construction services ("Services" or "Scope of Work"):

   Provide all materials, labor, equipment, and supervision to conduct installation, maintenance, and repair of fire and life safety systems at District sites, including but not limited to: Ansel systems, fire alarm panels, ventilation duct smoke detectors, carbon monoxide monitors, fire riser systems, fire suppressant systems, fire sprinkler systems, and associated plumbing systems. Work to be completed by pre-approved proposal or on a Time & Materials basis for urgent/emergent work, as approved by the District.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed $ 50,000, Fifty-Thousand Dollars and Zero Cents ("Contract Price"). Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Contract Site(s).** Contractor shall perform the Work at All Sites, 2060 Challenger Dr. Alameda, CA 94501 ("Premises" or "Sites").

4. **Contract Time & Potential Liquidated Damages.** Work to be completed by June 30, 2026. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, and it is not possible to Amend and extend the Contract without damaging the District, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of$ N/A per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**
   Payment Bond & Performance Bond: When determined by the District based on the scope of work, on contracts exceeding $25,000, Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   Insurance: Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $3,000,000 aggregate
Automobile Liability, Any Auto	$1,000,000 per occurrence;
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
***Builder's Risk (Course of Construction)**	Issued for the value and scope of work.

*When determined by the District based onthe scope of work

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Armando Perez and Moises Lomeli of the Maintenance Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____	Bid Form and Proposal	X	Drug-Free Workplace Certification
____	Bid Bond	X	Lead-Product(s) Certification
____	Notice to Proceed	____	Roofing Contract Financial Interest Certification
X	Terms and Conditions to Contract	X	Insurance Certificates and Endorsements
X	Non-collusion Declaration	____	Performance Bond
X	Prevailing Wage Certification	____	Payment Bond
X	Workers' Compensation Certification Criminal	____	Exhibit A ("Scope of Work")
X	Background Investigation Certification	____	Plans
X	Asbestos & Other Hazardous Materials Certification	____	Work Specifications
		X	[Other] Time & Materials Rate Sheet
X	Tobacco-Free Certification	____	Submittal(s) _____

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:
2060 Challenger Drive
Alameda, CA 94501
ATTN: Brian Addicott, Director of MOF

Contractor: Cosco Fire Protection, Inc.
29222 Rancho Viejo Rd Ste 205
San Juan Capistrano, CA 92675
ATTN: Willard McCune

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

The Parties agree to the Terms and Conditions and have ACCEPTED AND AGREED on the final date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

Contract #: 2570

Signature: _____

Print Name: BRIAN ADDICOTT

Print Title: Director, MOF

Dated: 9/19/2025

Signature: _____

Print Name: SHARIQ KHAN

Print Title: Assistant Superintendent

Dated: 9-19-2025

When exceeding $114,800:

Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

Contractor

Willard McCune

Digitally signed by Willard McCune
DN: cn=Willard McCune, o=COSCO Fire Protection, ou=RSI - Service Manager, email=wmccune@coscofire.com, c=US
Date: 2025.09.19 10:10:54 -07'00'

Signature: _____

Print Name: Willard McCune

Print Title: RSI - Service Manager

Dated: 09/19/2025

Company Name: Cosco Fire Protection, Inc.

Company Address: 29222 Rancho Viejo Rd Ste 205

City, State, ZIP: San Juan Capistrano, CA 92675

Phone Number: 925-321-7753

Email: wmccune@coscofire.com

Federal Employer ID Number: 95-4208955

CSLB License Number: 577621

PWC Registration Number: 1000002305

PWC-100 #: _____

Budget Code: 01-0000-0-0000-8110-5800-077-77-3022

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Other: _____

Employer Identification and/or Social Security Number: 95-4208955

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

6. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of 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 the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) 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; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) 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. 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 Contract. In the event that a dispute arises between the District and the Contractor regarding 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 Contract, but shall

proceed with all Work. 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.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at their discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
  (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
  (3) Payment of an amount that is disputed by the District.
- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

The undersigned does hereby certify to confirm to the State of California Public Works Contract requirements regarding prevailing wages, on-site audits with 48 hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

WORKERS' COMPENSATION CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

Labor Code section 2700 in relevant part provides:

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 by 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, 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 their employees.

The undersigned does hereby certify the awareness of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Contract.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

(In accordance with Article 5 - commencing at section 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 this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** (District") and Cosco Fire Protection, Inc. ("Contractor").

The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

☐	The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):	
✓	The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
☐	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement
✓	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur: ○ The installation of a physical barrier at the worksite to limit contact with pupils. ○ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. ◉ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://meganslaw.ca.gov).

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

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

The undersigned does hereby certify awareness of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that the contractor shall adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

The undersigned does hereby certify and 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.

The undersigned understands that if the District determines that Contractor has 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 termination, suspension of payments, or both. The undersigned further understands that, violation of the terms of the Drug-Free Workplace Act of 1990, may be subject to debarment in accordance with the requirements of section 8350 et seq.

The undersigned does hereby acknowledge awareness of the provisions of Government Code section 8350 et seq. and hereby certifies adherence to the requirements of the Drug-Free Workplace Act of 1990.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

LEAD-PRODUCTS CERTIFICATION

CONTRACT NO.# 2570 between **Alameda Unified School District** ("District") and Cosco Fire Protection, Inc. ("Contractor").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT THEY HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	09/19/2025
Legal Name of Contractor:	Cosco Fire Protection, Inc.
Signature:	Willard McCune
Print Name:	Willard McCune
Title:	RSI - Service Manager

TIME, MATERIALS, AND SUBCONTRACTOR RATE SHEET

CONTRACT NO.: 2570 between **Alameda Unified School District** (the "District" or the "Owner") and Cosco Fire Protection, Inc. (the "Contractor" or the "Bidder").

Contractor shall provide standard Schedule 1 Labor Rates and Schedule 2 Markup percentages for materials, equipment, and subcontractors for all work within in the scope of the contract for routine and urgent services.

Company Information

Company Name:	Cosco Fire Protection, Inc.
Contractor License Number:	577621
Classification(s):	B, C-10, C-16
DIR Registration Number:	1000002305

Schedule 1 – Labor Rates

Labor Rates shall be in alignment with the State of California Department of Industrial Relations (DIR) published prevailing wage rates for public works projects in keeping with the California Contract Code.

Labor rates shall be inclusive of all travel, transportation, technology, insurance, taxes, overhead, and profit required to complete all contract work.

Job Classification	Straight time	Overtime	Double time
Foreman	$298.00	$447.00	$596.00
Journeyman	$282.00	$423.00	$564.00
Helper/Apprentice	N/A	N/A	N/A
Superintendent	$296.00	$444.00	$592.00
Project Manager	$296.00	$444.00	$592.00
Designer	$170.00	$255.00	$340.00
Material Handler	$160.00	$240.00	$320.00

Table 1: Labor Rates

Schedule 2 – Materials, Equipment and Subcontractor Markup

Materials
Material expenses will be billed at cost plus a fee of 25% for overhead and profit.

Equipment
Equipment rented from outside vendors will be billed plus a fee of 25% for handling, overhead and profit. Similar equipment owned by Contractor will be billed to the job at standard, prevailing rental rates as established by outside vendors for similar equipment.

Subcontractors
Subcontractor expenses will be billed at cost plus a fee of 25% for overhead and profit.

Note: Detailed documentation shall be submitted with all invoicing, indicating all labor hours, rates, materials, equipment rentals, subcontractor costs, and other fees or costs for verification prior to payment.

TIME, MATERIALS, AND SUBCONTRACTOR RATE SHEET

I acknowledge that I am aware that the rates provided shall remain in effect throughout the duration of the contract agreement unless otherwise noted by amendment to the contract.

Date:	09/19/2025
Company Name:	Cosco Fire Protection, Inc.
Signature:	Willard McCune Digitally signed by Willard McCune DN: cn=Willard McCune, o=COSCO Fire Protection, ou=RSI - Service Manager, email=wmccune@coscofire.com, c=US Date: 2025.09.19 10:29:47 -07'00'
Printed Name:	Willard McCune
Printed Title:	RSI - Service Manager

#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 125 Ottawa Avenue NW Suite 400 Grand Rapids, MI 49503 CN108159189-MX-GAW-25-26 Livrmr	**CONTACT NAME:** Marsh | U.S. Operations & Technology **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** GrandRapids.CertRequest@marsh.com
INSURED Cosco Fire Protection, Inc. 7455 Longard Road Livermore, CA 94551	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HDI Global Insurance Company — 41343 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** N/A — N/A **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010958929-02 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		GLD1447208	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 10,000 2,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY — X SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY	Y		ISA H10845841	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		CUD1446908	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ $	8,000,000 8,000,000
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C72791368 (AOS) Includes Stop Gap WLR C72791447 (OR)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Description: Fire Sprinkler Services. Site Name: Alameda High School, 2200 Central Ave. 2060 Challenger Drive, Alameda CA 94501.

Alameda Unified School District, its trustees, employees, and agents, the State of California is/are included as additional insured (except workers compensation) where required by written contract.

CERTIFICATE HOLDER

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured MX Holdings US, Inc.			Endorsement Number 240
Policy Symbol ISA	Policy Number H10845841	Policy Period 01/01/2025 TO 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

Policy Number
GLD1447208

ENDORSEMENT

HDI Global Insurance Company

Named Insured MX HOLDINGS US, INC.

Effective Date: 01-01-25
12:01 A.M., Standard Time

Agent Name MARSH USA INC. OF MI (GRAP)
Agent No. P02082030

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION CG 2010 10 01 VERSION

AS PER THE WRITTEN CONTRACT

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT.)

A. SECTION II – WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR ONGOING OPERATIONS PERFORMED FOR THAT INSURED.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING EXCLUSION IS ADDED:

2. EXCLUSIONS

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING AFTER:

(1) ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE SITE OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR

(2) THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

Policy Number
GLD1447208

ENDORSEMENT

HDI Global Insurance Company

Named Insured MX HOLDINGS US, INC.

Effective Date: 01-01-25
12:01 A.M., Standard Time

Agent Name MARSH USA INC. OF MI (GRAP)
Agent No. P02082030

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
CG 2037 10 01

AS PER THE WRITTEN CONTRACT

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT.)

SECTION II – WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZ- ARD".

HDI GLOBAL INSURANCE COMPANY

SECTION II – WHO IS AN INSURED AMENDMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION II – WHO IS AN INSURED is amended by the following:

4. Any person or organization included as an insured in "underlying insurance".

All other terms and conditions remain unchanged.

JOINT VENTURE ENDORSEMENT

Named Insured MX Holdings US, Inc.			Endorsement Number 40
Policy Symbol ISA	Policy Number H10845841	Policy Period 01/01/2025 TO 01/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Excess Business Auto Coverage Form
Auto Dealers Coverage Part

Schedule:

All of the following are called the "Scheduled Entities":

MX Holdings US, Inc.
Cosco Fire Protection, Inc.
Firetrol Protection Systems, Inc.
CFP Fire Protection
CFP Inc.
Fire Call, Inc.
Firetrol Protection Systems, Inc. dba Arizona Fire &Security
Flamex, Inc.
Predomont Sound & Signal, Inc.
Minimax Fire Solutions, Inc.

The Named Insured shown in the Declarations is amended to read as follows:

The Scheduled Entities, and/or any entity over which any one or more of the Scheduled Entities has more than fifty percent ownership interest, or over which any of the Scheduled Entities exercises active management control, during the policy period.

Each of the Scheduled Entities is also a Named Insured as respects the interest of such Scheduled Entity in the operations of any joint venture, co-venture, joint lease, joint operation agreement, limited liability company, partnership or any other organization, other than a direct or indirect subsidiary, division or affiliate of the Scheduled Entity (hereinafter collectively called "Joint Venture"), during the policy period, provided that:

(a) The insurance available under this Policy (A) shall be the product of (i) the Scheduled Entity's percentage interest in the Joint Venture, and (ii) the Joint Venture's total liability to the claimant; and (B) shall be subject to the Limits of Insurance.

(b) Notwithstanding the provisions of (a) above, if the Scheduled Entity has sole responsibility for the management or operation of the Joint Venture, or if the Scheduled Entity has agreed by contract to provide the insurance coverage for the Joint Venture, then this policy shall cover the Joint Venture in the same manner as the Scheduled Entity is covered hereunder.

(c) Such coverage afforded for the Scheduled Entity in any Joint Venture, or for the Joint Venture itself if applicable under (b) above, shall apply in excess of any other insurance specifically maintained by or on behalf of the Joint Venture.

(d) With respect to Joint Ventures that a Scheduled Entity newly forms or newly acquires an interest in during the policy period, the Scheduled Entity will be a Named Insured for its interest in such Joint Venture to the extent specified in (a) above, or the Joint Venture itself will be a Named Insured if so specified in (b) above, so long as you notify us of such acquisition or formation not later than 60 days after the end of the policy period. No coverage will be provided for such Joint Venture beyond 60 days after the policy period if you do not give us such notice. Such coverage afforded

for the Scheduled Entity in any Joint Venture, or for the Joint Venture itself if applicable under (b) above, shall apply in excess of any other insurance specifically maintained by or on behalf of the Joint Venture.

(e) As respects entities newly formed or acquired during the policy period, other than a Joint Venture, and over which a Scheduled Entity maintains ownership or a majority interest, or active management control, or has agreed by contract to provide insurance, such entities are also Named Insured's, provided:

1) there is no other similar insurance available to that organization; and

2) you notify us of such formation or acquisition not later than 60 days after the end of the policy period. No coverage will be provided for such newly formed or acquired entity if you do not give us such notice.

(f) As respects newly acquired or formed organizations, including Joint Ventures, no coverage is provided for, and this policy does not apply to, any "bodily injury", "property damage" and/or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

(g) The first Named Insured shown in the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and the receiving of return premiums, if any.

_____

Authorized Representative

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

The Named Insured is amended to read as follows:

MX HOLDINGS, US INC.
MINIMAX FIRE SOLUTIONS, INC.
COSCO FIRE PROTECTION, INC.
FLAMEX, INC.
CFP, INC.
MINIMAX CHINA FIRE PROTECTION SYSTEM, INC. LIMITED
FIRETROL PROTECTION SYSTEMS CO.,
CFP FIRE PROTECTION SYSTEMS, INC. DBA ARIZONA FIRE AND SECURITY
KLISTER, LLC.
FIRE CALL, INC.
FIRETROL PROTECTION SYSTEMS, INC.
FIRETROL PROTECTION SYSTEMS, INC D/B/A ARIZONA FIRE &
SECURITY
PREDOMONT SOUND & SIGNAL, INC.
CFP FIRE PROTECTION, INC.

All other terms and conditions remain the same.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

The Named Insured is amended to read as follows:

THE VIKING CORPORATION
SUPPLY NETWORK, INC. DBA VIKING SUPPLYNET
SUPPLY NETWORK INTERNATIONAL, INC. DBA VIKING SUPPLYNET
INTERNATIONAL, INC.
VIKING PLASTICS LLC DBA KT PLASTICS LLC
VIKING FABRICATION SERVICES LLC
MINIMAX USA LLC
VIKING PROPERTIES LLC
MX HOLDINGS US, INC.
MX HOLDINGS, US INC.
MINIMAX FIRE SOLUTIONS, INC.
COSCO FIRE PROTECTION, INC.
FLAMEX, INC.
CFP, INC.
MINIMAX CHINA FIRE PROTECTION SYSTEM, INC. LIMITED
FIRETROL PROTECTION SYSTEMS CO.,
CFP FIRE PROTECTION SYSTEMS, INC. DBA ARIZONA FIRE AND SECURITY
KLISTER, LLC.
FIRE CALL, INC.
FIRETROL PROTECTION SYSTEMS, INC.
FIRETROL PROTECTION SYSTEMS, INC D/B/A ARIZONA FIRE &
SECURITY
PREDOMONT SOUND & SIGNAL, INC.
CFP FIRE PROTECTION, INC.
MV PIPE LLC

All other terms and conditions remain the same.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Named Insured			Endorsement Number
MX Holdings US, Inc.			36
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H10845841	01/01/2025 to 01/01/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERICIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTOMOBILE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS GENERAL LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative

©Chubb. 2016. All rights reserved.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
THOSE ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT AND WHOSE EMAIL ADDRESS AND REPORTING INFORMATION IS PROVIDED TO US TIMELY LADWP,RISK MANAGEMENT, P.O. BOX 51111,ROOM 465, LOS ANGELES, CA 90051-0100	10 DAYS NON-PAYMENT OF PREMIUMS 30 DAYS ALL OTHER

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

II. A copy of the notice, per paragraph **I.** above, will be mailed, e-mailed or delivered:

1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
2. The number of days required for notice of cancellation, as provided in paragraph **A.2.** of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.

III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS PER THE WRITTEN CONTRACT	10 DAYS FOR NON-PAYMENT 30 DAYS ALL OTHER

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

II. A copy of the notice, per paragraph **I.** above, will be mailed, e-mailed or delivered:

1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
2. The number of days required for notice of cancellation, as provided in paragraph **A.2.** of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.

III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
MX HOLDINGS US, INC. 153 TECHNOLOGY DRIVE STE 200-202 IRVINE CA 92618	Policy Number Symbol: WLR Number: C72791368
Policy Period 01-01-2025 **TO** 01-01-2026	Effective Date of Endorsement 01-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***In addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured MX HOLDINGS US, INC. 153 TECHNOLOGY DRIVE STE 200-202 IRVINE CA 92618	Endorsement Number Policy Number Symbol: WLR Number: C72791447
Policy Period 01-01-2025 **TO** 01-01-2026	Effective Date of Endorsement 01-01-2025
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative

TCi

Amendment No. 1 to Multi-Year Curriculum Commitment Agreement

This Amendment, to the Multi-Year Curriculum Commitment Agreement dated May 27, 2025, is made effective this October 14, 2025, by and between Teachers' Curriculum Institute LLC, a Delaware limited liability company hereafter referred to as "TCI", and Alameda Unified School District, headquartered at 2060 Challenger Dr, Alameda, CA 94501 hereafter referred to as "District".

This Amendment is required to increase Year One material counts as follows:

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-TL-03	Middle School (6-8) Social Studies: Teacher License (3 Yrs)	Digital	$619.00	$619.00	2	$1,238.00

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-SL-03	Middle School (6-8) Social Studies: Student License (3 Yrs)	Digital	$69.00	$69.00	32	$2,208.00

Amendment No. 1: $3,446.00
Original Agreement: $266,984.72
Amended Agreement Total: $270,430.72

All other provisions of the Multi-Year Curriculum Commitment Agreement shall remain unchanged and in full force and effect as originally stated.

This Agreement is hereby executed and delivered by the authorized representatives of each party as of the set forth above:

Teachers' Curriculum Institute LLC

Signature

Ellen Hardy, COO
Name and Title

10/8/25
Date

Alameda Unified School District

Signature

Name and Title

Date

AMENDMENT NO. 2 to Master Professional Services Agreement
Dated June 24, 2025

This Amendment is entered into on October 15, 2025, between the Alameda Unified School District (District) and Ro Health (CONTRACTOR) and will remain in effect until June 4, 2026. The District entered into a Master PSA with CONTRACTOR for a special education positions, and the parties agree to amend that Agreement as follows:

1. Services

Provide additional Para V substitute positions at any district site for employee or other contractor absences on as-needed basis.

2. Compensation

Original PSA: $500,000.00. (SpEd)
Amendment No. 2: $50,000.00 (HR)
Amended PSA: **$668,000.00.**

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

There are no previous amendments to this Agreement.
☑ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8/12/2025	Two (2) permanent Para V substitutes (HR)	$118,000.00

"DISTRICT"

By:_____

Name: Gary K. Lym
President Board of Education

CONTRACTOR"

By: Alexandria Oleson

Name: Alexandria Oleson
Contracts Administrator

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2025-2026.13 Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for Fiscal Year 2025-2026

Item Type: Consent

Background: In order to be eligible to receive funds available for the purposes of this article, districts must conduct an annual public hearing to determine whether each pupil in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, and that are consistent with the content and cycles of the curriculum framework adopted by the state board:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

Resolution No. 2025-2026.13 certifies that the Alameda Unified School District (AUSD) has adhered to all laws and to all State Board of Education rules, regulations, and policies regarding the purchase of instructional materials. The Public Hearing for AUSD's Sufficiency of Pupil Textbook and Instructional Materials was held on September 30, 2025.

Note: The sign off sheet of Verification of Pupil Textbook and Instructional Materials Sufficiency for 2025-2026 will be uploaded to the agenda by 5:00 pm on Friday, October 10th.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

---

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation: Public Hearing for Sufficiency of Pupil Textbooks and Instructional Materials_25-26 SY_9.30.25	10/2/2025	Presentation
🗋	Resolution 2025-2026.13_Certification for Sufficiency of Pupil Textbooks and Instructional Materials for 25-26 SY_10.14.25	10/2/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Public Hearing: Sufficiency of Pupil Textbooks and Instructional Materials for Grades K-12 for 2025-26 SY

Kirsten Zazo
Asst. Superintendent of Educational Services
September 30, 2025

Ed Code

Education Code §60119 states in part:

In order to be eligible to receive funds available for purposes of this article, the governing board of a school district shall take the following actions:

- Hold a public hearing and make a determination, through a resolution, as to whether each pupil in each school in the school district has sufficient textbooks and/or instructional materials that are aligned to the content standards adopted by the state board in each of the following subjects:
  - Mathematics
  - Science
  - History-Social Science
  - English Language Arts, including the English language development component of an adopted program

Ed Code, *cont...*

- The public hearing shall take place on or before the end of the eighth week from the first day pupils attend school for that year
- The governing board of a school district shall make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional material that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects. The governing board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9-12, inclusive.

Notice of Public Hearing

Additionally, per Education Code §60119:

- The governing board of a school district shall provide 10 days notice of the public hearing
- The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the school district
- The hearing shall be held at a time that will encourage the attendance of teachers, and parents and guardians of pupils who attend the schools in the school district and shall not take place during or immediately following school hours

The Notice of Public Hearing was posted between September 15 and September 30 to:

1. The Alameda Unified School District Website
2. The City of Alameda Website
3. The Alameda Free Library Website
4. The kiosk at the District Office

Timeline

- Notice of Public Hearing: 10 days prior to the public hearing
- Public Hearing: September 30, 2025
  - October 6th marks 8 weeks since the start of the school year
- Approval of Resolution: October 14, 2025
  - Includes sign off by school site Principals

Sufficiency of Pupil Textbooks and Instructional Materials

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

October 14, 2025 Resolution No. 2025-2026.13

CERTIFICATION OF REQUIREMENT OF EDUCATION CODE SECTION 60119 FOR SUFFICIENCY OF PUPIL TEXTBOOKS AND INSTRUCTIONAL MATERIALS INCENTIVE PROGRAM

WHEREAS, the Governing Board of Alameda City Unified School District, in order to comply with the requirements of Education Code section 60119, held a public hearing on September 30, 2025, at approximately 7:00 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the Governing Board provided at least 10 day notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education; and

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

WHEREAS, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Alameda Unified School District have standards-aligned textbooks or instructional materials from the same adoption cycle; and

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

- Mathematics
- Science
- History-Social Science
- English/Language arts, including the English Language Development component of an adopted program; and

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

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED, that for the 2025-2026 school year, the Alameda Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the following votes on this 14th day of October, 2025.

AYES:_____ MEMBERS:_____

NOES:_____ MEMBERS:_____

ABSENT:_____ MEMBERS:_____

_____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:
By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2025-2026.14 Approval of Budget Transfers, Increases, Decreases
Item Type:	Consent
Background:	After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow the redistribution of funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	Will increase revenues and expenditures in the District in the amount of $117,009.84.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 2025-2026.14	10/8/2025	Resolution Letter
🗋	Attachment A	10/8/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

October 14, 2025

Resolution No. 2025-2026.14

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 14th day of October, 2025:

AYES: MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS:

_____
Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

10/6/25
Attachment A

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda HS	Donations	$ 22,831.22
ASTI	Donations	$ 6,610.00
Bay Farm	Donations	$ 40,615.33
Earhart	Donations	$ 140.00
Ed Services	Donations	$ 500.00
Encinal Jr/Sr HS	Donations	$ 26,105.45
Island HS	Donations	$ 362.73
Lincoln MS	Donations	$ 273.00
Maya Lin	Donations	$ 18,860.11
Otis	Donations	$ 712.00
	Total Donations	**$ 117,009.84**

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2025-2026.15 Authorization to Dispose of Surplus Property
Item Type:	Consent
Background:	Education Code Sections 17545 and 17546 permit the Board of Education, through its designated agent, to legally dispose of surplus equipment that is either obsolete or in disrepair, and thus should be removed from district inventory. Exhibits A, B, C & D list items that are either damaged, obsolete, or no longer needed by the district, as well as materials that should be stored or transferred and are not currently required at the site. Approval of Resolution No. 2025-2026.15 will authorize staff to transfer or dispose of these items in the most appropriate manner, in accordance with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 2025-2026-15	10/8/2025	Resolution Letter
🗋	Exhibit A	10/8/2025	Exhibit
🗋	Exhibit B	10/8/2025	Exhibit
🗋	Exhibit C	10/8/2025	Exhibit
🗋	Exhibit D	10/8/2025	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

October 14, 2025 Resolution No. 2025-2026.15

Authorization to Dispose of Surplus Property

WHEREAS, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

Exhibits A, B, C & D - Property Transfer or Retirement Form

AND WHEREAS, the Board of Education desires to change the adopted appropriations,

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per the Exhibit.

PASSED AND ADOPTED by the following vote this 14th day of October, 2025:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Exhibit A

Property Transfer/Retirement Form

Type of request:

○ Transfer ○ Waste ◉ Recycle

Current Location

Paden Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
10	Rectangular wooden tables	NA	NA	2 - Fair
1	Rectangular plastic table Blue	NA	NA	2 - Fair
2	Circular wooden tables	NA	NA	2 - Fair
1	Blue Metal Cart	NA	Na	3 - Retire/Poor
1	White Metal Cart	NA	NA	2 - Fair
3	Black Plastic Carts	NA	NA	2 - Fair
1	Shopping Cart	NA	NA	2 - Fair
1	Wooden table base	NA	NA	3 - Retire/Poor

Submitter Signature



Approvals

Site Admin Signature



Director Signature



Asst. Superintendent Signature



Submitted By: Singh, Mridula

Date Submitted: 9/29/2025

Form #: 78289

Exhibit B

Property Transfer/Retirement Form

Type of request:

○ Transfer ○ Waste ◉ Recycle

Current Location

District Office- Maintenance Operations and Facilities

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	2-drawer filing cabinet	N/A	N/A	3 - Retire/Poor
1	4 shelf cabinet	N/A	N/A	2 - Fair

Submitter Signature

Becca Gimlett

Approvals

Site Admin Signature

Brian D. Addicott

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shakiq Khan

Submitted By: Gimlett, Becca

Date Submitted: 9/23/2025

Form #: 77964

Exhibit C

Property Transfer/Retirement Form

Type of request:

○ Transfer ◉ Waste ○ Recycle

Current Location

Alameda Child Development Center

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Maytag Washer	MVWX655DW1	0000	3 - Retire/Poor

Submitter Signature

ELIZABETH ODOM

Approvals

Site Admin Signature

jill hunter

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shakiq Khan

Submitted By: Odom, Elizabeth

Date Submitted: 9/25/2025

Form #: 78070

Exhibit D

Property Transfer/Retirement Form

Type of request:

○ Transfer ◉ Waste ○ Recycle

Current Location

District Office- Technology Services

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Filing Cabinet	NA	NA	3 - Retire/Poor

Submitter Signature



Approvals

Site Admin Signature



Director Signature



Asst. Superintendent Signature



Submitted By: Cook, Glen

Date Submitted: 9/12/2025

Form #: 77447

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: 2025-2026 Local Control and Accountability Plan (LCAP): Goal 1 Featuring Edison Elementary School (20 Mins/Information)

Item Type: Information

Background: The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

AUSD's 2024-25 Three-Year Local Control and Accountability Plan was approved by the Board on June 25, 2024. This is year two of the LCAP. Tonight's presentation will be focused around LCAP Goal 1 with a focus on Edison Elementary School.

LCAP Goal 1

> *Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.*

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment

and professional support to achieve district goals.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

---

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation: LCAP Goal 1_10.14.25	10/8/2025	Presentation

AUSD
ALAMEDA UNIFIED SCHOOL DISTRICT
EXCELLENCE & EQUITY FOR ALL STUDENTS



GOAL 1: 2025-26 THREE-YEAR LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

OCTOBER 14, 2025

Welcome to the LCAP!

2025-26 is Year 2 of the three-year plan



YEAR 1

2024-25

YEAR 2

2025-26

YEAR 3

2026-27

AUSD's Strategic Plan: Focal Areas

Focus Area 1: Foundational Program	Focus Area 2: Systems and Structures for Student Support	Focus Area 3: Resource, Talent Management, and Communications
1.1 Student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk 1.2 Learning is aligned to and supported by grade-level standards and clear policies 1.3 Relationships are built or improved to support learning and supportive environments	2.1 Every school and teacher provides the academic, social/emotional, and culturally responsive support each student needs 2.2 Educators have time to collaborate and grow in service of student learning 2.3 School teams consistently support equitable student outcomes 2.4 School and student schedules create equitable access and learning opportunities	3.1 Finance: provide long-term financial stability necessary to maintain core programming and services 3.2 Talent Management: Build a focused and diverse team where all positions are fully staffed with qualified personnel 3.3 Communications: Use accurate, transparent, and engaging communications across multiple channels to support AUSD's students, staff, and families.

LCAP District-wide Goals

Goal 1

Strategic Plan Goals 1.1, 1.2

Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.

Goal 2

Strategic Plan Goal 1.3

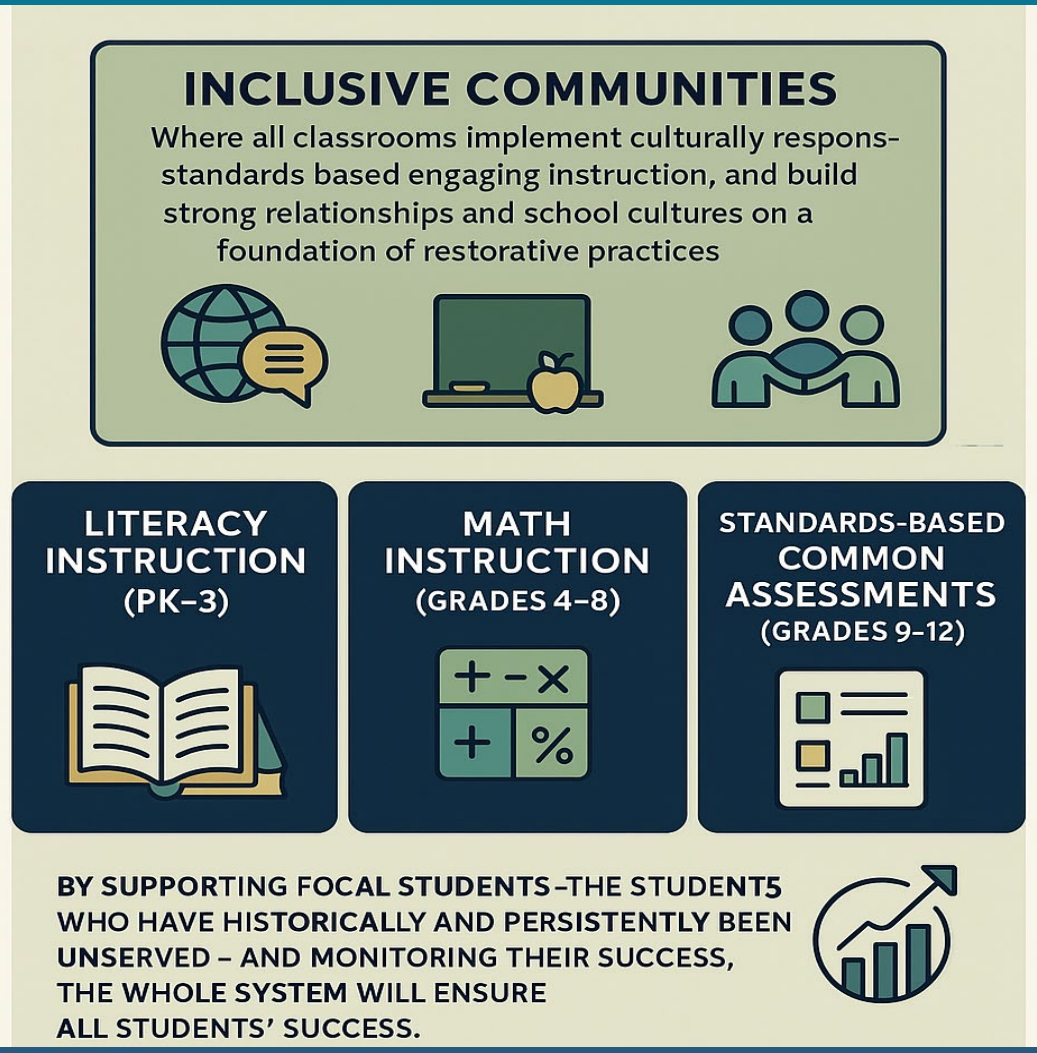
We work to build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.

Goal 3

Strategic Plan Goal 2.1

Every school provides the academic, social/emotional, and culturally responsive support each student needs to reach their academic goals.

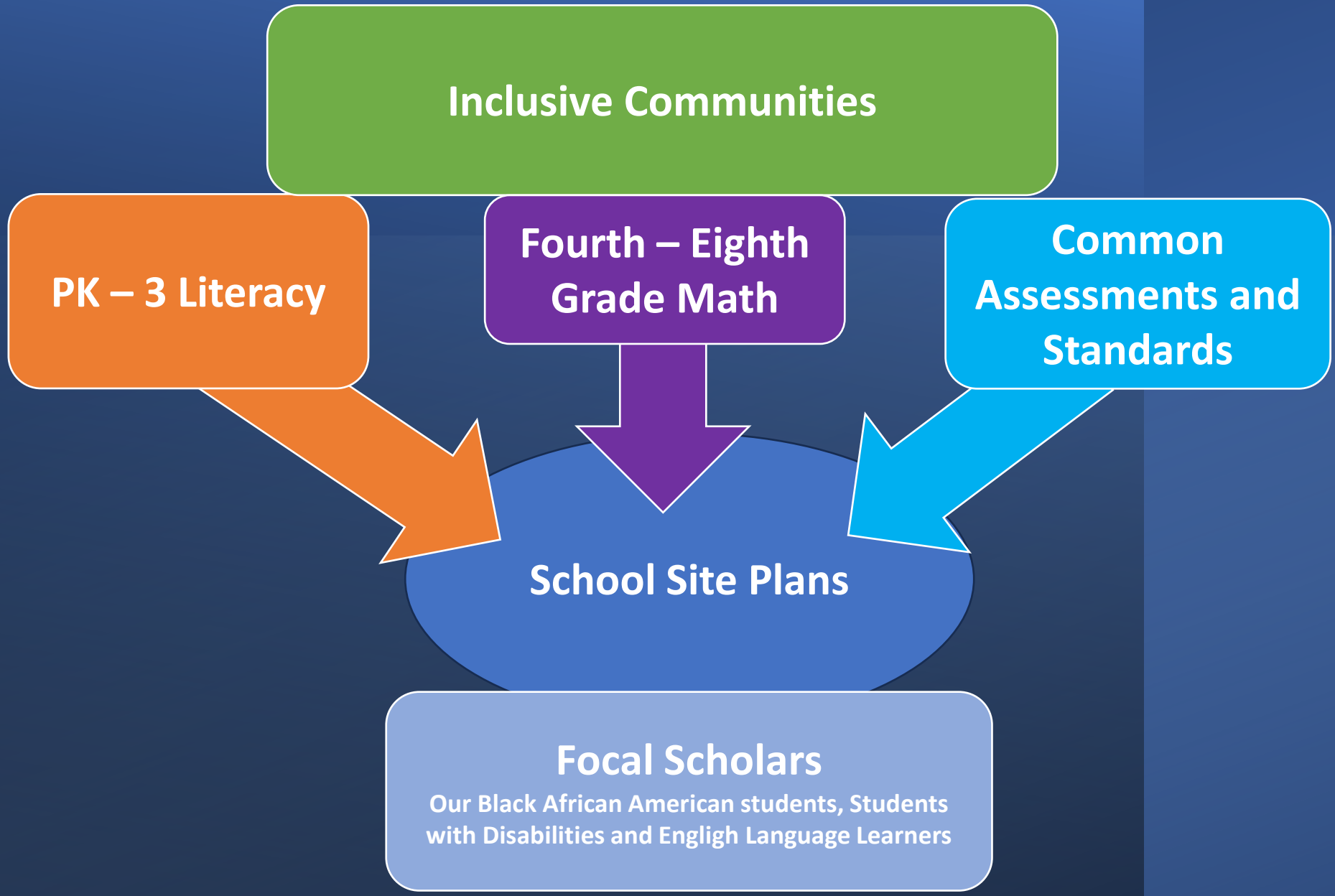
Tightening Our Focus



District Focus/School Realities

The focus is not meant to limit other vital work happening at schools, or to dismiss the problem-solving schools do daily.

It is meant to lift-up, reinforce, support, and create coherence in a few vital areas that contribute to wider success for students.


Inclusive Communities
PK – 3 Literacy
Fourth – Eighth Grade Math
Common Assessments and Standards
School Site Plans
Focal Scholars
Our Black African American students, Students with Disabilities and Englig Language Learners

LCAP District-wide Goals

Goal 1





Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.

Our goal is to work together as a community to develop or refine:

- A clear and coherent curriculum (what students learn)
- Dynamic lessons that incorporate many different modes and models of instruction (how students learn)
- More purposeful reading, writing, and student discourse across all subject areas (how students talk about what they're learning)
- A clear and family-friendly articulation of our standards and instructional strategies (how families understand what their children are learning)

We need to ensure equitable access to high-quality instruction for all our students to create a strong foundational program across all our school sites and classrooms. From that foundation, we can then build programs to provide differentiated instruction and support for children with differentiated needs, including those with disabilities, those who are English learners, and those who traditionally have been underserved in the educational system.

Edison Elementary

How our PLC work aligns with SPSA goals

Process driven by SPSA Goal: Goal 1 - "If we increase teacher frequency and depth of use of effective instructional strategies... (including) ***Explicit Reading Instruction***... then students will show an increase in their overall achievement levels...Student Growth Percentile (Star)..."

Over the past few years...

- Goal updated based on teacher interest in staff development on Science of Reading topics (Spring 2023)
- Wednesday Collaboration time provided opportunity for more collegial conversations as a staff.
- Led to research-based exploration by teachers → Shifting the Balance

Continuing with Literacy Instruction best practices this year...

Edison Elementary, *cont...*

How PLC focus area was developed at Edison (Year 1-2):

2023-24 - Staff proposed using Wednesday Collaboration time to conduct book study - Shifting the Balance

- Read about "shift", cross grade sharing, apply shift, determine "keepers" (4-week cycle)
- Focus on GL grouping and staff wide collaboration - vertical alignment

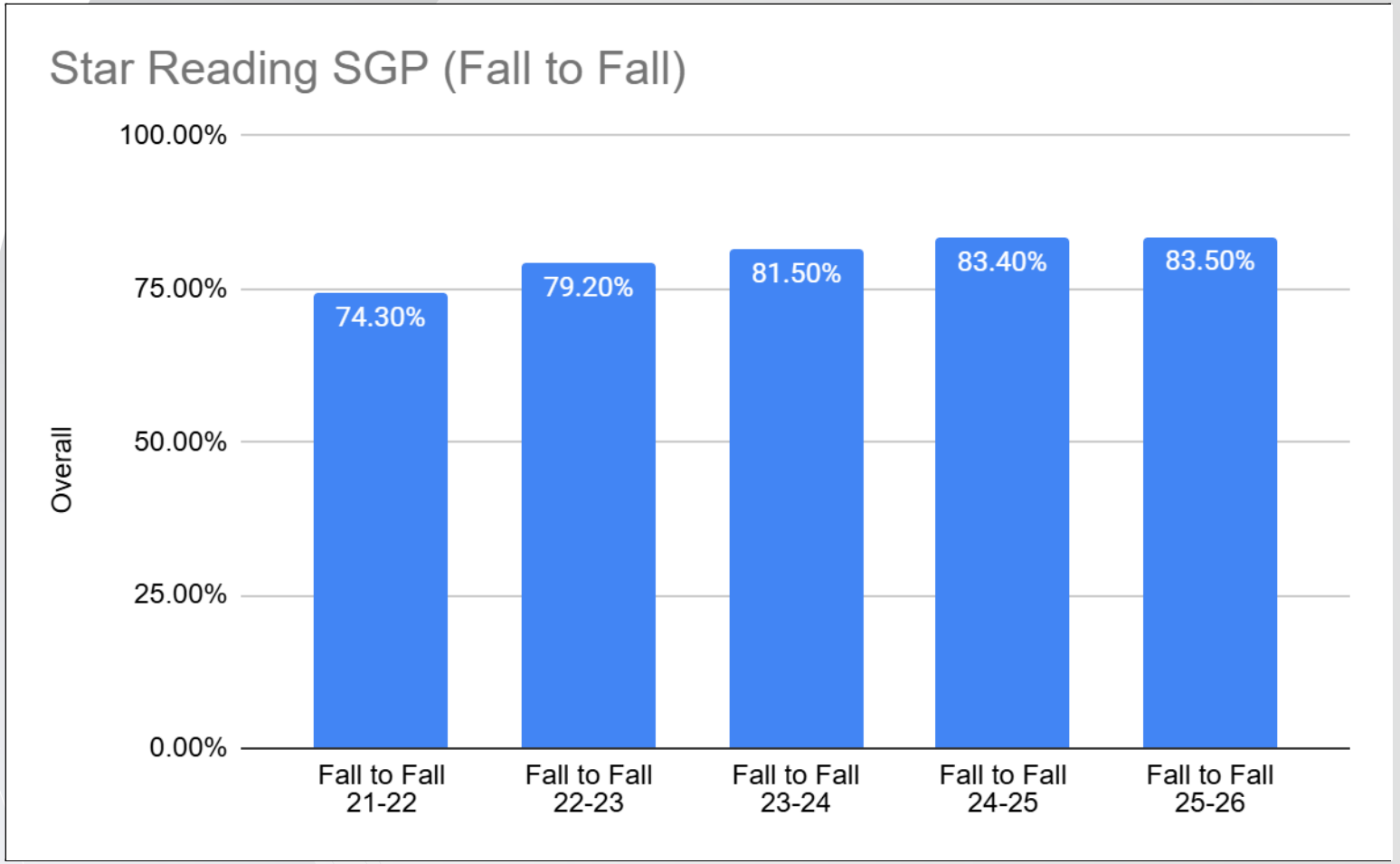
2024-25 - Cycles of Inquiry - Deeper dives into some "shifts"

- Determine focal shift, assessment to use, implement strategy, post assessment/analysis, share out (6-week cycle)
- Process just as valuable as content
- 2nd half of year – Staff to apply PLC process to new area of study in 2025-26

Edison Elementary, *cont...*

Feedback from Assessment Data:

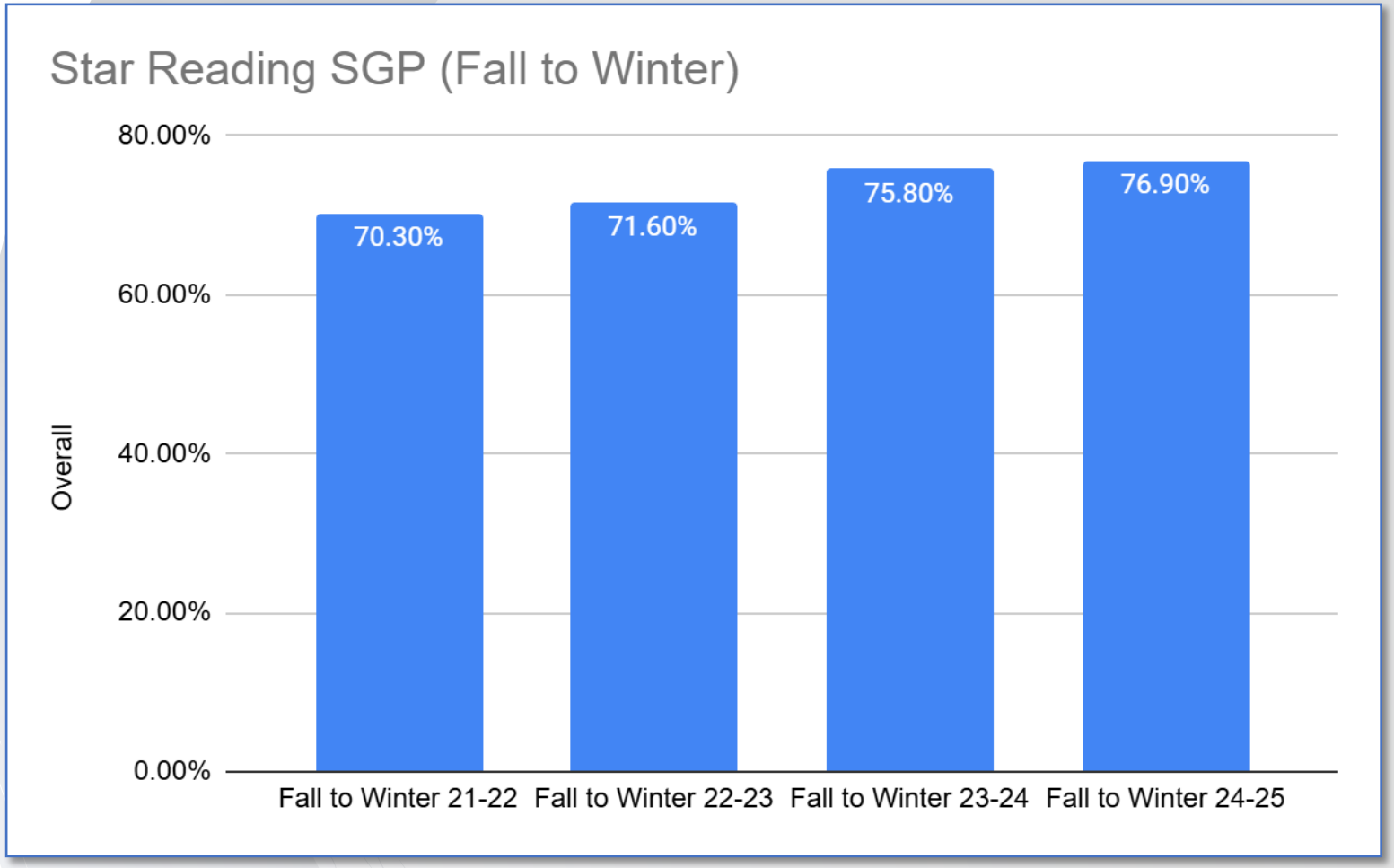
Star Reading
Student Growth Percentile
Fall to Fall
(year to year growth):



Edison Elementary, *cont...*

Feedback from Assessment Data:

Star Reading
Student Growth Percentile
Fall to Winter
(1st half of year growth):



Edison Elementary, *cont...*

Edison PLC focus area for this year (Year 3):

2025-26 – Staff wanted to build out a comprehensive Literacy plan with the addition of Writing and Language as a PLC focus area, which aligns with the district's PK-3 Literacy focus, as well as builds on the successes of the previous years (Explicit Reading Instruction):

- Identified Writing Revolution 2.0 (Hochman, Wexler)
  - Sentence structure, writing at length, assessing writing
- Applicable Gr. 1-5, scaffolded for Kindergarten
- Continued focus on GL grouping and staff wide collaboration - vertical alignment

Combining this with a Staff PD series on Culturally & Linguistically Responsive Teaching (Staff Meetings)

Upcoming Presentations

LCAP Series 2025-2026

December 2025: LCAP Goal 2 featuring Wood Middle school

January 2026: Budget Priorities and Mid-year LCAP Report

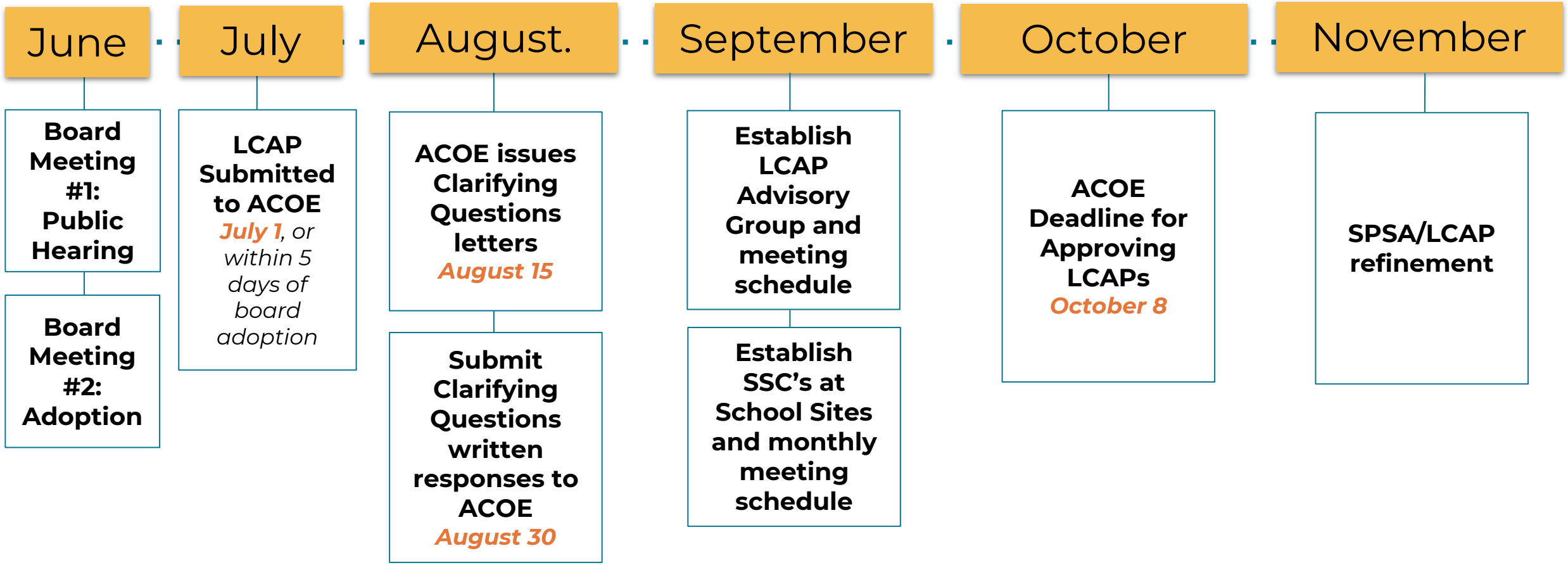
February 2026: LCAP Goal 3 featuring Encinal Jr./Sr. HS and Ruby Bridges

June 2026:

- LCAP Overview and Public Hearing
- Approval of LCAP

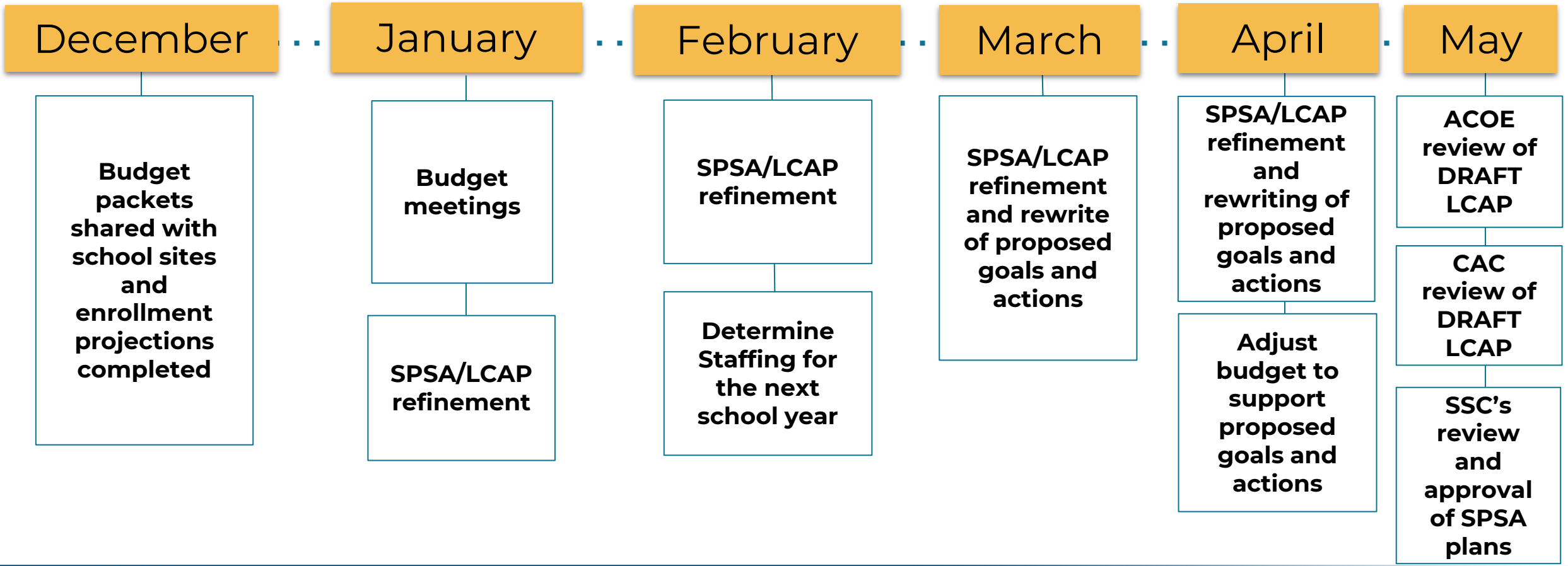
Annual LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



Annual LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



AUSD ALAMEDA UNIFIED SCHOOL DISTRICT
EXCELLENCE & EQUITY FOR ALL STUDENTS

BOARD DISCUSSION

Kirsten Zazo
510.337.7000
KZAZO@ALAMEDAUNIFIED.ORG
www.alamedaunified.org

AUSD
ALAMEDA UNIFIED SCHOOL DISTRICT
EXCELLENCE & EQUITY FOR ALL STUDENTS



GOAL 1

LCAP GOAL 1

	Actions	Funding 25-26	Actions include...
1.1	Ensure grading policies and practices are constructive, researched based and student centered.	$40,000	Continue monthly meetings with the Grading For Equity (Assessing Students Accurately) Workgroup. Provide Professional Development for all secondary staff on the technical implementation, equitable grading practices (i.e., setting up gradebooks). Contracting with Crescendo Education Group to build teacher capacity in understanding the pillars of equitable grading practices (Accuracy, Bias resistant, motivational). Continue to explore Board Policies that promote equitable grading practices. Provide Secondary teachers time and space to develop agreements on the following: Equitable Grading Practices including extra credit, retake re-dos, and grading individual work not group work.
1.2	Develop, implement and support a common literacy Framework PK - 12	$120,948	Pilot a universal screener to identify potential reading delays (including dyslexia). Support the implementation and progress monitoring of the district's investment in a research-based reading intervention program. Offer family literacy nights that include a focus on reading practices and instruction within the classroom and school level, as well as ways to support reading at home. Pilot and adopt a research-based ELA/ELD program for grades P-K-5, 6-8, and 9-12. Offer ongoing professional development and coaching. Develop a resource guide that codifies best practices in literacy PK-12.

LCAP GOAL 1, *cont...*

	Actions	Funding 25-26	Actions include...
1.3	Provide specific coaching and professional learning to support the implementation of the new California math framework.	$329,403	Lead teachers and coaches will support the implementation of the new framework. Hold New math teacher orientations. Provide access to SVMI training to all secondary math teachers. Support the on-going collaboration and PLC's focused on the implementation of math new adopted math curriculum and provide ongoing training with the Carnegie Learning for The Middle School Math teachers. Teachers and coaches will choose focal students to follow based on students who have historically not performed well in math based on the SBACC performance data on the California dashboard. They will use STAR data to monitor growth throughout the year and district with monitor lag data included in the LCAP.
1.4	Implement professional learning and coaching to support instructional delivery of the state standards with an emphasis on student discourse and engagement.	$877,564	Coaches will support district wide professional learning and will be assigned to school sites to support the implementation of the learning. Coaches will model lessons, support lesson planning and delivery, coach and support on site best practices, provide additional support to students during RTI periods, and support the collection and identification of data that can help inform teachers on how to best support students.

LCAP GOAL 1, *cont...*

	Actions	Funding 25-26	Actions include...
1.5	Professional development to support school teams and teacher leaders to align site-level goals to culturally-responsive district priorities	$230,000	Provide Professional learning to support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice to promote student learning and refine instruction.
1.6	Attract and Retain High Quality Staff	$1,000,000	Sustain the compensation increases that have been provided to all employee groups to attract and retain highly qualified staff. that create the collaborative and engaged personnel to deliver high-quality educational experiences to students with attention to attracting employees who are able to be successful with students who are English Learners, Low income, and Foster Youth, and/or unhoused or unaccompanied minors. This amount includes benefits and salaries for all employee groups including certified, classified, and management
1.7	One additional day of differentiated professiona l Learning for Teachers	$383,349	Provide an extra day of professional learning for teachers to support the district priorities indicated in the districts strategic plan. Focused topics on improving outcomes for unduplicated count students and student groups with indicators in red on the state dashboard

LCAP GOAL 1, *cont...*

	Actions	Funding 25-26	Actions include...
1.8	District will support school sites develop goals and actions in their SPSA's to address student groups with indicators in red on the state dashboard.	$319,700	(RTI) All sites will develop master schedules that support inclusion and ensure students with IEP's, English learners or students who need Tier 2 supports have access to Tier1/ Core instruction and any additional supports are provided at a designated time, Designated ELD or RTI. Students will be clustered so that support teachers can push into classrooms during instruction to provide targeted support. All master schedules will have built in time for teachers to analyze data in their professional learning communities to determine how students are responding to interventions or to identify students needing additional support.
1.9	Implement schedules and classes that are strategically designed to create access to equitable learning opportunities and prioritize support for students who need it most.	$165,156	(RTI) All sites will develop master schedules that support inclusion and ensure students with IEP's, English learners or students who need Tier 2 supports have access to Tier1/ Core instruction and any additional supports are provided at a designated time, Designated ELD or RTI. Students will be clustered so that support teachers can push into classrooms during instruction to provide targeted support. All master schedules will have built in time for teachers to analyze data in their professional learning communities to determine how students are responding to interventions or to identify students needing additional support.

LCAP GOAL 1, *cont...*

	Actions	Funding 25-26	Actions include...
1.10	Implement co-teaching classes at all secondary sites for mathematics, English language arts. Implement co-teaching during literacy and math blocks at identified elementary schools beginning with grades 4 and 5.	$201,998	Provide time and professional learning for ed specialists and general education teachers to plan and support students with disabilities. In collaboration with the district's special education leadership team, sites select their co-teaching models for ELA and mathematics, and receive professional development on their selected models from Special Education Coordinators. Co-teachers, with support from site leadership, create a co-planning schedule for their respective subjects. Special education coordinators and TSAs provide ongoing feedback and coaching support to co-teachers when engaged in the act of co-teaching.
1.11	Pilot, train and implement new curriculum and best practices for our ESN classes to increase rigor and student engagement.	$311,157	The district with work with teachers to explore the piloting and adoption of new Extensive Support Needs curriculum. Provide training and support on the curriculum with a focus on the modification of state standards and engagement. We will implement the newly Board adopted alternate education course syllabi in all core content areas in secondary (Ela, history, math, science) which will drive standards-based instruction for all ESN students. There will be professional development and coaching throughout the school year led by our district's ESN teacher on special assignment.

LCAP GOAL 1, *cont...*

	Actions	Funding 25-26	Actions include...
1.12	Support the refinement, administration, and analysis of standards-aligned assessments to determine student learning and implications for teaching and site and district systems.	$264,448	Drive universal screening using both assessment data such as early literacy assessments in addition to attendance and behavior data to refine teaching and systems to ensure students are ready and able to learn.
1.13	Maintain coordinator of language and literacy position to manage implementation of designated ELD and integrated ELD program.	$174,716	Coordinate work of instructional coaches to provide professional development in best language practices and curriculum implementation. Project management to ensure ELLs with IEPs are receiving language support aligned with disability Coordinate family and student engagement (family needs assessment, ELL-only field trips) Coordinate progress monitoring of RFEPs and current English Learners.
1.14	Support school staff with professional learning and coaching on Inclusion practices for students with disabilities.	$64,873	Support Site administration, general education teachers and special education teachers on general best practices for inclusion. Work with all site coaches to support building out these identified researched based practices at school sites.

LCFF Supplemental

Program	Amount	FTE
Targeted Intervention	$ 1,649,834	10.67
Instructional Coaches	1,012,278	7.00
Equity and Inclusion		
Scholar Staff & Student Advisors	818,156	4.55
Family Engagement	135,505	0.45
Additional Support at Paden & Love	174,154	1.60
Additional Support at Island	39,126	0.28
Additional Support at Encinal Jr/Sr	127,840	0.91
Additional Support at Wood	66,316	0.88
Vice Principals at Ruby & Love	331,412	2.00

Program	Amount	FTE
Discretionary Funds for Schools	319,700	1.33
Math Initiative	299,335	2.00
Data Research Dept	264,448	1.00
EL Professional Development	174,716	1.00
Differentiated Prof. Learning (186th Day)	383,349	
Attract & Retain High Quality Staff	1,000,000	
Increased FTE to support Eng. Learners	415,915	3.40
Mental Health Services (AFS)	289,237	0.40
Indirect Cost Transfer	607,607	
Total	8,108,928	37.47

Community Advisory Role



Provide input as a representative group of stakeholders to inform the District's goals, actions, and services as articulated in districtwide plans such as the Strategic Plan, and the Local Control Accountability Plan (LCAP).

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Update on Implementation of Early Reading Difficulties Screener: Amira (10 Mins/Information)
Item Type:	Information
Background:	At the June 10, 2025 Board of Education Meeting, the Board the Early Reading Difficulties Screener Committee's recommendation to adopt and implement Amira as the Early Reading Difficulties Screener for AUSD. Tonight, staff bring an update to the Board on the implementation of Amira so far.
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.
Submitted By:	Lindsey Jenkins-Stark, Sr. Manager of Research, Assessment and Data

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation: Implementation Update on Early Reading Difficulties Screener_Amira_10.14.25	10/8/2025	Presentation

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Early Reading Difficulties Screener Implementation Update

Lindsey Jenkins-Stark, Senior Manager, Research, Assessment & Data
Erin Ashworth, P-3 Alignment Teacher on Special Assignment
Chandini Stanley, Program Manager Special Education
October 14, 2025

AUSD Literacy Vision

Our mission is to develop a literacy framework that reflects AUSD's vision, priorities, and best practices for literacy and language instruction. Rooted in the science of reading and research on how students learn, **this framework will serve as a roadmap to ensure equitable outcomes for all students.** The framework will emphasize both word recognition (phonemic awareness, phonics, fluency) and language comprehension (vocabulary, background knowledge, text structure), outlining a structured, evidence-based approach to literacy instruction. It will also integrate reading, writing, and oral language to support comprehensive and cohesive literacy instruction.

To ensure all students have the support they need, **the framework will prioritize a multi-tiered system of support (MTSS)—providing high-quality Tier 1 instruction for every learner, along with targeted Tier 2 and Tier 3 interventions** for students who require additional support. *Instructional decisions will be guided by formative and summative assessments, including an early literacy screener, to identify potential reading difficulties early and ensure timely, responsive interventions.*

In addition to evidence-based instruction, **the framework will center culturally and linguistically responsive teaching, ensuring that instructional practices validate, affirm, and build upon students' backgrounds, languages, and experiences.** This includes best practices for supporting both designated and integrated English Language Development (ELD).

Our vision is for all students to read at grade level by the end of third grade while also fostering a lifelong love of reading *and developing the critical thinking skills needed to engage meaningfully with texts.*

Early Reading Difficulties (ERD) Screener

"Screening measures, by definition, are typically brief assessments of a particular skill or ability that is highly predictive of a later outcome. Screening measures are designed to quickly differentiate students into one of two groups: 1) those who require intervention and 2) those who do not. A screening measure needs to focus on specific skills that are highly correlated with broader measures of reading achievement resulting in a highly accurate sorting of students."

Universal Screening K-2 Reading, International Dyslexia Association

State ERD Screener Vetting Process

All State Approved Screeners…

- **Meet reliability, and validation requirements for the state of California**
- Are normed with a **large and diverse sample of pupils**, whose home language is a language other than English as well as those who are native English speakers
- **Supports evidence-based instruction**, and is **culturally, linguistically, and developmentally appropriate** for K-2 students
- Measures domains that may predict reading difficulties

Screener Committee Members

Site	Grade	Representative
Bay Farm	1	Kim Clocksin
Earhart	2	Paige Rodriguez
Edison	2	Regina Chan
Love	K	Kim Hare
Maya Lin	1	Anne Levy
Maya Lin	SDC	Cory Spells
Otis	K	Esperanza Mendez
Otis	K-5 Admin	Brian Dodson
Paden	1	Jacki Smith
Ruby Bridges	K-5 Coach	Deveny Dawson
All sites	N/A	Erin Ashworth (PK-3 Coach), Lindsey Jenkins-Stark (RAD), Chandini Stanley (SPED)

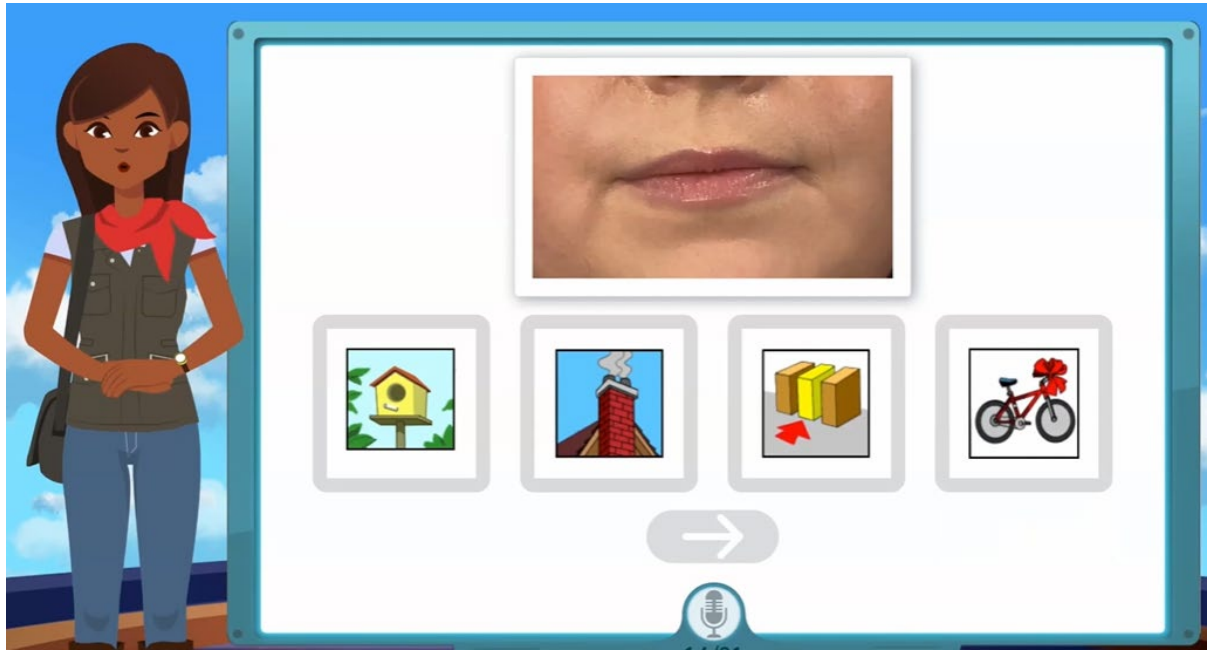


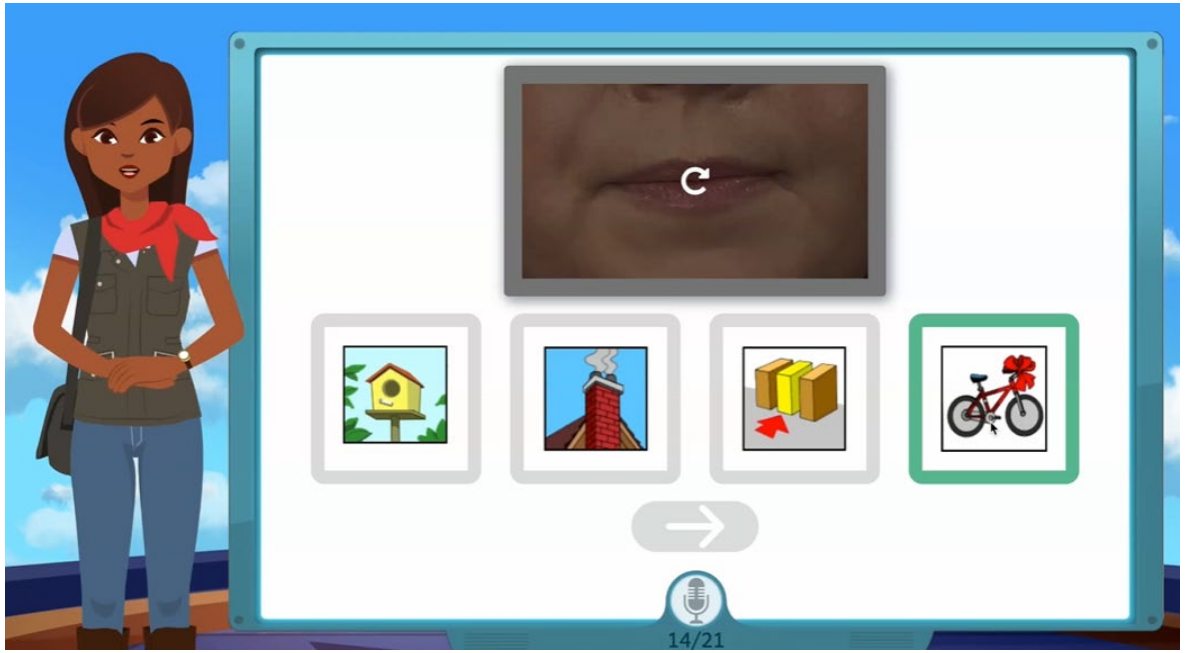
Pictured (L to R): Brian Dodson, Chandini Stanley, Assia Day*, Erin Ashworth, Esperanza Mendez, Deveny Dawson, Anne Levy, Regina Chan, Paige Rodriguez, Jacki Smith, and Kim Clocksin

Not pictured: Cory Spells, Kim Hare, Lindsey Jenkins-Stark

* *Pictured but no longer on committee*

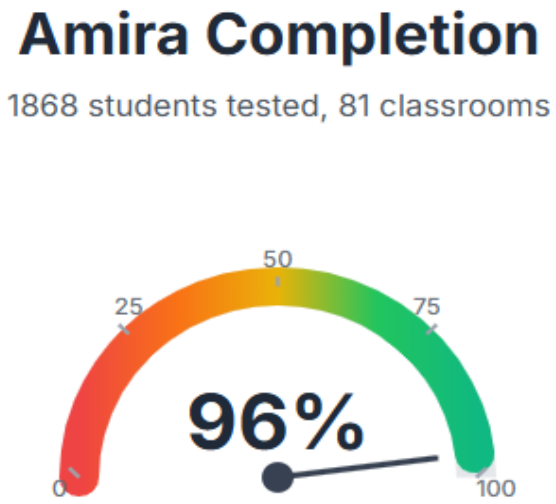
Amira Implementation





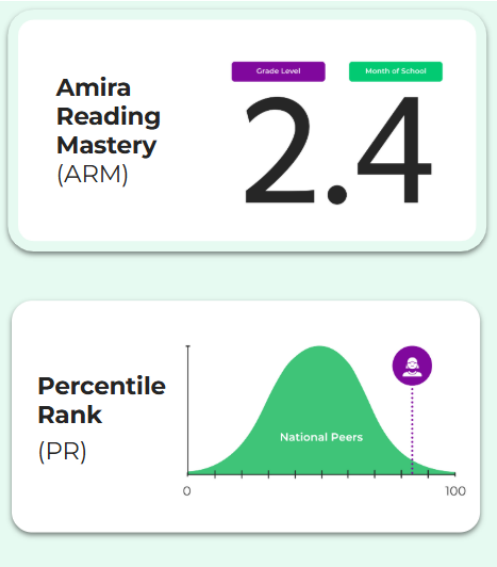
Video Link

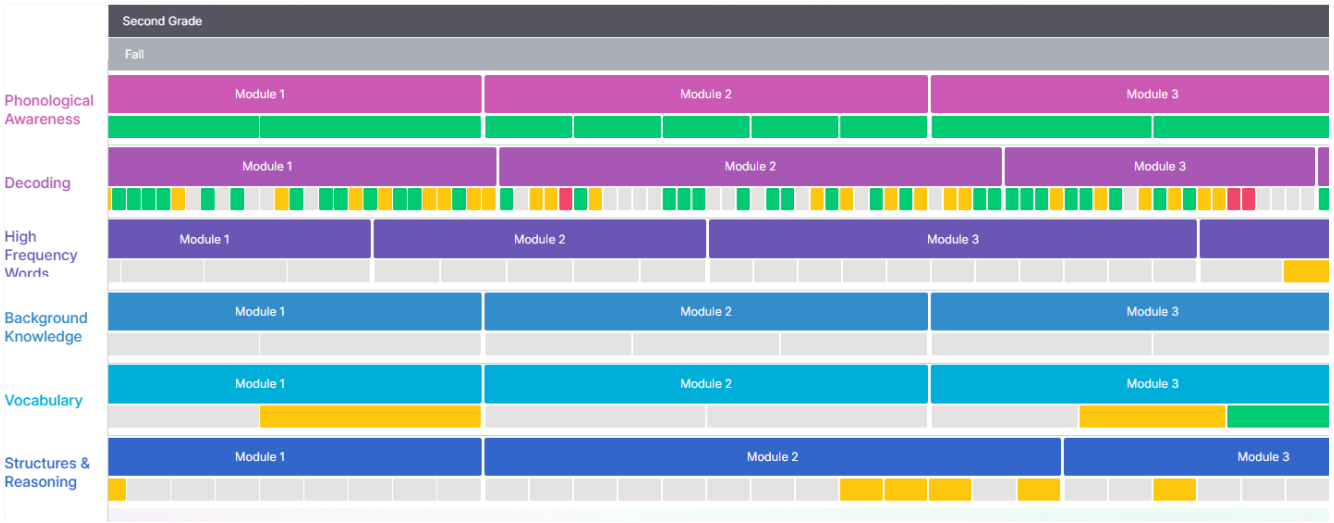
Amira Implementation



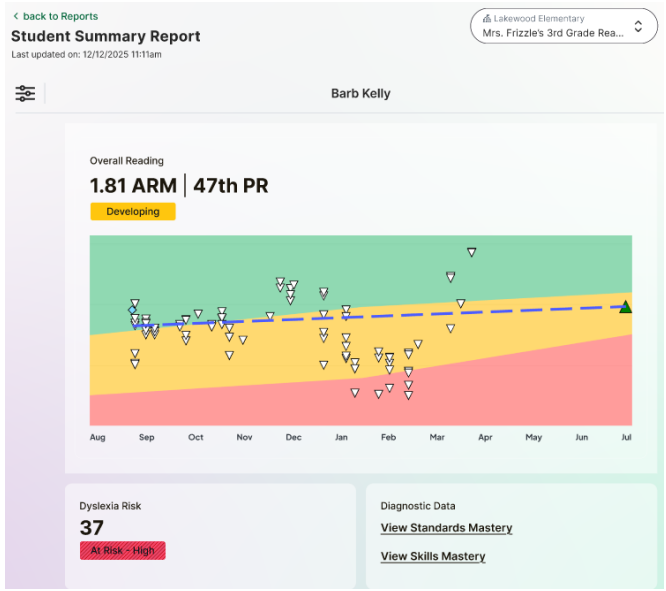
ACTIVITY TYPE	COUNT	DESCRIPTION
Trainings	8	161 teachers, coaches, school leaders, intervention leads, school psychologists, and case managers trained across the 8 sessions
Weekly Updates	6	Regular communication with highlights from the field and FAQs
Site Visits	21	Visits to 100% of elementary schools

Understanding Results

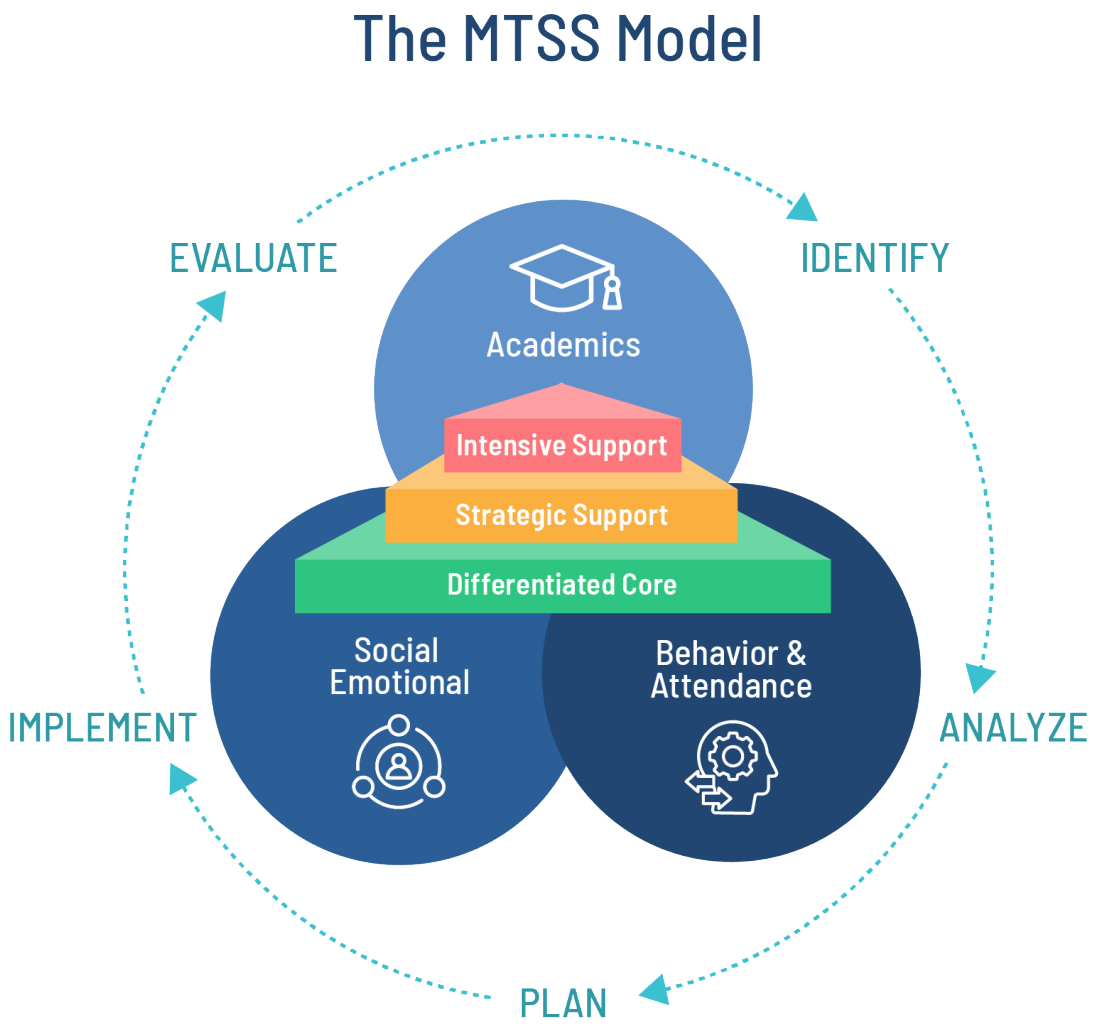




Fall (BOY)		Winter (MOY)		Spring (EOY)		Estimated Mastery	
ARM	PR	ARM	PR	ARM	PR	ARM	PR
0.47	25					0.47	24
1.95	83					1.95	82
1.89	81					1.89	80
1.6	69					1.6	67
1.92	82					1.99	84
1.56	67					1.56	65
0.61	32					0.61	30
1.07	51					1.07	49
3.31	98					3.31	98
0.45	24					0.45	23
-0.22	6					-0.22	5
2.37	91					2.37	91
1.11	53					1.11	51



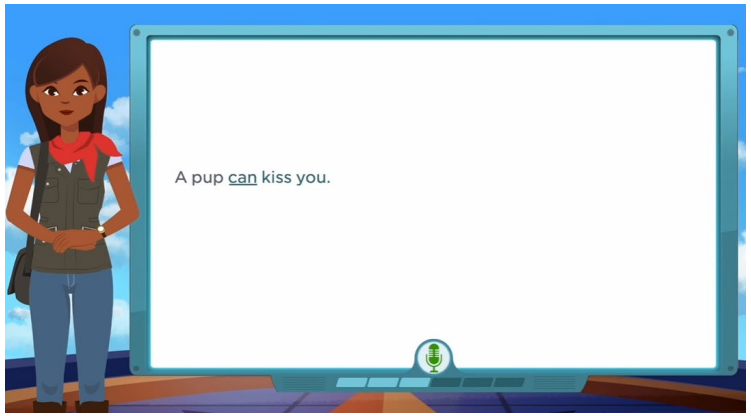
Screener's Role Within the MTSS Framework

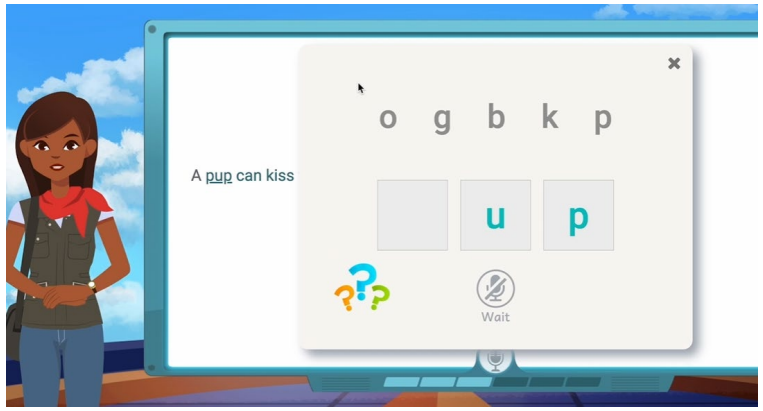


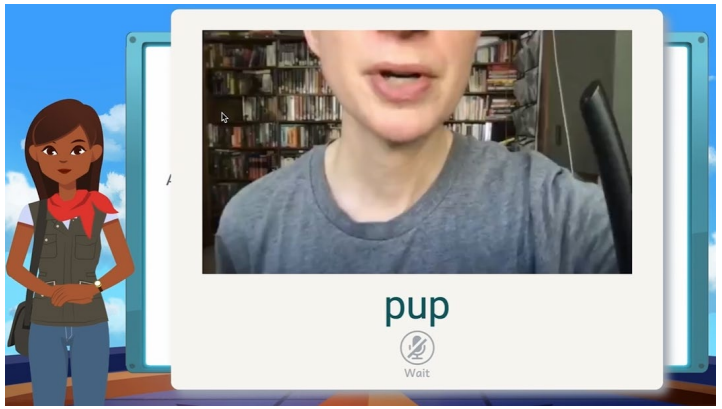
Interventions to Support Early Readers

- Teacher Directed: SIPPS or OG
- Digital: Amira Tutoring or Lexia

Amira Tutoring

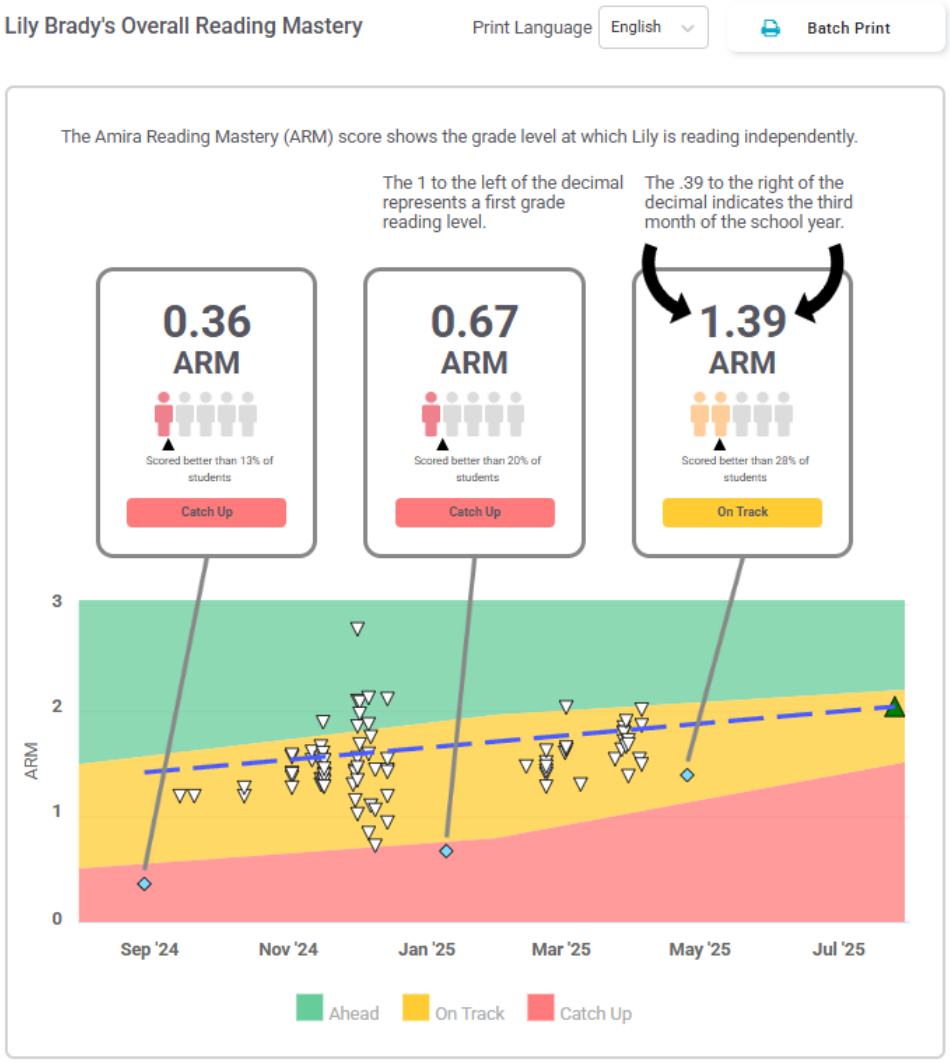






[Video Link]

Communicating Results to Parents



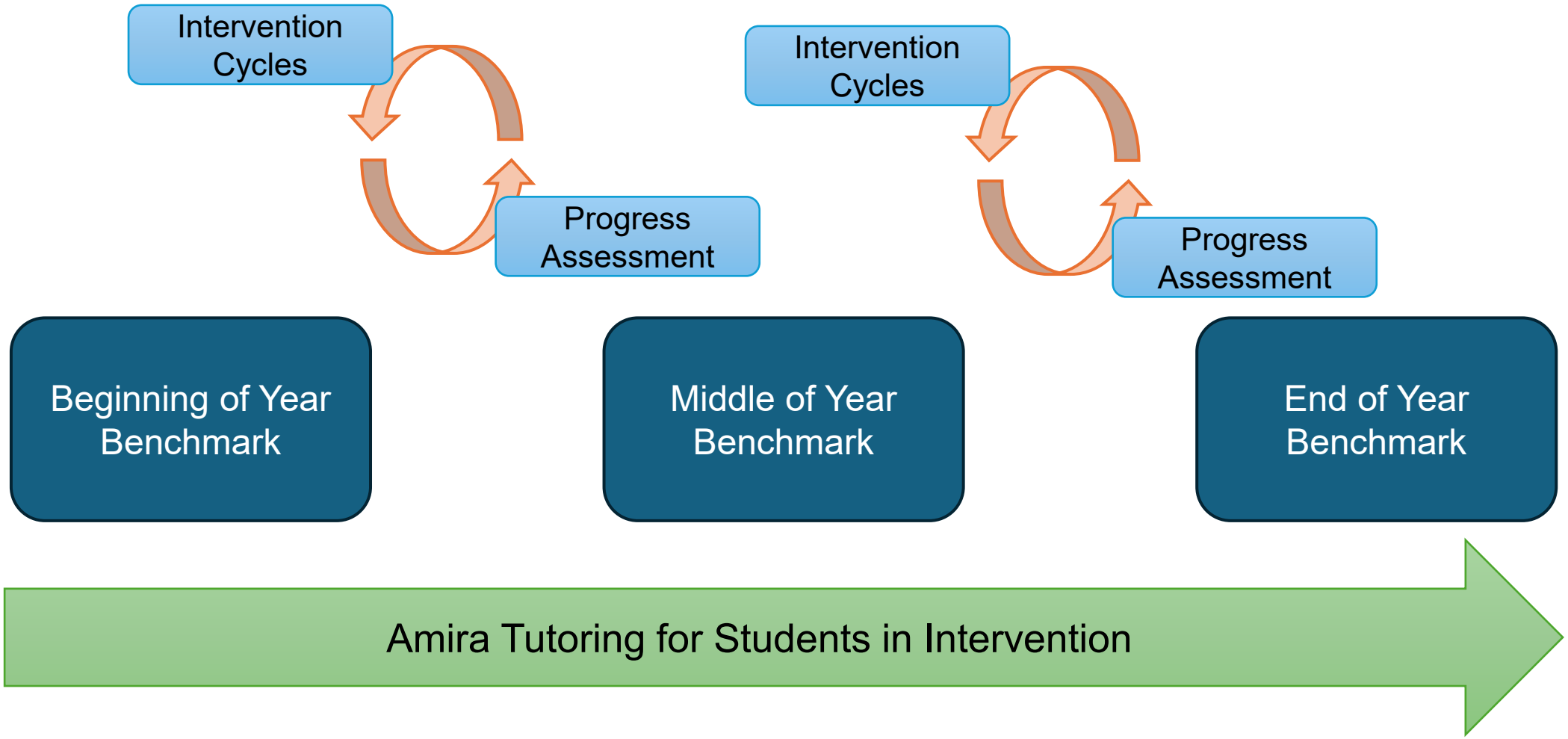
Lily's Reading Subscores

Decoding	Scored better than 41% of students	On Track	Decoding is matching letters to sounds.
Phonological Awareness	Scored better than 42% of students	On Track	Phonological Awareness is knowing how words are made up of sounds.
High Frequency Words	Scored better than 46% of students	On Track	High frequency words are words that are very common. Readers will learn to recognize these and read them without sounding them out.
Background Knowledge	Scored better than 26% of students	On Track	Background knowledge is knowing about a topic generally in order to better understand a story about that topic.
Vocabulary	Scored better than 46% of students	On Track	Vocabulary refers to knowledge of the meanings of individual words being read. It is important to a student's ability to read and comprehend what is read.

Tips For Helping Lily Right Now

1. Reading and writing work together for literacy gains. Help your child grow as a writer by asking them to write about their day and share the story with your family.
2. Practice the "i_e" combination. Make a list of words that have "i_e" and then ask your child to read the words to you. Examples: mice, fine, pine, mine, time, hide, side, pile.
3. Adverbs are words that describe verbs. Play a game with your child where you give them a verb and an animal and they describe how that animal moves using adverbs. For example, a cheetah runs_____ (slowly, quickly, gracefully, fast). See how many they can list.

Amira Annual Implementation



Early Reading Difficulties (ERD) Screener

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Update on Enrollment Process for 2026-27 School Year (10 Mins/Information)

Item Type: Information

Background: Tonight, staff will present the Board of Education with an update on Enrollment for the 2026-27 SY.

The application time line for ASTI is November 10, 2025 through January 16, 2026. Wood Middle School, Encinal Jr./Sr. High School and Maya Lin School, previously "Open Enrollment" schools, will follow the regular enrollment process and timeline. This shift aligns enrollment and transfer procedures for all Alameda schools. Pre-enrollment for all grades begins on Janaury 26, 2026.

Kindergarten Information Night will be held in person at all the Elementary Schools on Thursday, Janaury 15, 2026. Further details will be posted on each school's website. Students must be 5 years of age by September 1, 2026 to be eligible for Kindergarten.

Students must be 4 years of age by September 1, 2026 to be eligible for the Transitional Kindergarten. Two in-person TK Information Nights will be held on:

- Tuesday, January 13, 2026 from 6:30-7:30 pm at Paden Elementary for families residing in the Ruby Bridges, Paden, Franklin, Maya Lin, and Love Elementary neighborhoods, and
- Wednesday, January 14, 2026 from 6:30-7:30 pm at Earhart Elementary for families residing in the Edison, Otis, Earhart, Bay Farm Elementary neighborhoods.

Information on TK and K Tours will be posted on the district's enrollment webpage as well as on each individual school's website as it becomes available.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

---

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation: 2026-27 SY Enrollment Update_10.14.25	10/8/2025	Presentation

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Update on Enrollment for 2026-27 School Year



Kirsten Zazo
Asst. Superintendent of Educational Services

October 14, 2025

Open Enrollment Changes for 2026-27 School Year

- As of last year, Wood Middle School (grades 6-8), Encinal Jr. & Sr. High School, and Maya Lin were no longer open enrollment schools
  - Reasons for change:
    1. All have designated attendance zones
    2. Enrollment to the school can be requested via intra district transfer
    3. Aligns with enrollment & transfer procedures for all other attendance zone schools
- Open Enrollment will be offered at ASTI for 9th Grade ONLY
  - Reason: No attendance zone, specialized academic requirements, student capacity

ASTI Open Enrollment

- ASTI and the AUSD Enrollment page have a link to the ASTI application
- The application is filled out online and submitted for Student Services & ASTI to review
- ASTI applications must be submitted during the designated time frame to be eligible for the ASTI lottery

ASTI Application Timeline: Application opens Monday, November 10, 2025, & closes Friday, January 16, 2026. Lottery completed & notifications to families the week of February 9, 2026.

Enrollment Guidelines

- **Pre-enrollment for ALL grades begins on January 26, 2026**
- All enrollment applications are submitted online at Alameda Unified Enrollment
- Follow the step-by-step instructions and submit all the required documents
- Schedule your processing time
  - Enrollment processing is not “in-person appointments” but merely time for processing your application
  - You will be contacted if further documentation is required. All enrollment communication & confirmation is via email.

Enrollment Guidelines, *cont…*

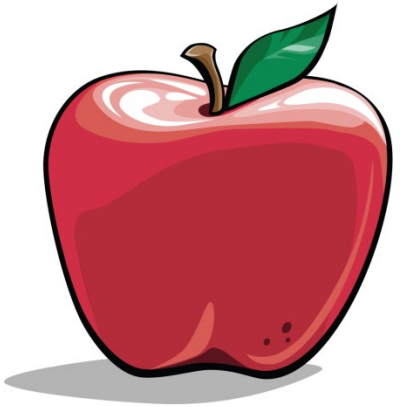
- The Board of Education desires to provide enrollment options that meet the diverse needs and interests of district students. The District shall determine the capacity of each school site based on the physical capacity of the building and class size limits established by state law or collective bargaining agreement. Priority is given to students residing within the attendance area of a Zoned School or whose parent/guardian is assigned to that Zoned School.
- Enrollment priority is given: (1) To siblings of currently enrolled students living in the zone of attendance and/or (2) By date of enrollment.
- The District's Intra District Open Enrollment Administrative Regulation (AR 5116.1) was revised on May 14, 2024.

Information Nights at Secondary Schools

Program	*School*	*Date(s)*	*Start Time*
High Schools	Alameda High School	December 4, 2025	7:00 PM
	ASTI	November 20, 2025	6:00 PM (Online)
	Encinal High School	December 4, 2025	6:30 PM
Middle Schools	Encinal Junior Jets	November 13 & December 2, 2025	6:00 PM
	Lincoln Middle School	November 20, 2025 (in-person)	6:00 PM
	Wood Middle School	November 19, 2025	6:00 PM

Information Nights Topics Covered

- School Community
- Programs & Activities
- Opportunities for Parent Involvement
- Application Process
- Frequently Asked Questions



Transitional Kindergarten Program

- Transitional Kindergarten (TK) is a 2-year kindergarten program.
- TK will be offered at Bay Farm, Earhart, Love, Paden and Ruby Bridges for the 26/27 school year. These locations are subject to change based on need.
- If TK is not offered at your neighborhood school, all efforts will be made to place your child in a TK class close to your neighborhood school.
- For Kindergarten school year, TK students will attend Kindergarten at their neighborhood school and will not need to re-enroll for the 2027-28 school year.



TK and K Information Nights at Elementary Schools

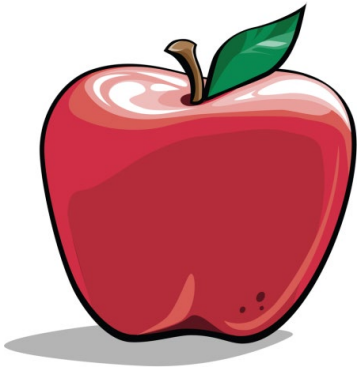
Transitional Kindergarten: Two Nights Scheduled

WEST END: *(Ruby Bridges, Paden, Franklin, Maya Lin, Love)*
January 13, 2026 @ Paden Elementary 6:30 to 7:30 pm

EAST END: *(Edison, Otis, Earhart, Bay Farm)*
January 14, 2026 @ Earhart Elementary 6:30 to 7:30 pm

Kindergarten: at all elementary schools
Thursday, January 15, 2026
(See School Site Calendars for Room and Time)

TK and K Information Nights Topics Covered



The following topics are covered:

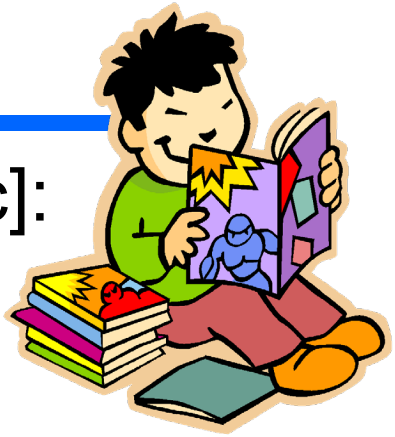
- School Community
- Programs & Activities
- A Day in the Life of a TK or K student
- Getting Ready for TK or K
- Opportunities for Parent Involvement
- Pre-Enrollment Process
- Frequently Asked Questions

Transitional Kindergarten and Kindergarten Tours

Dates for the Transitional Kindergarten and Kindergarten Tours for the 2026-27 school year are not yet confirmed. More information will be provided on the individual school's website as this is available.



Student Age and Birthdates



California State Education Code 48000[a] [c]:

Kindergarten

Students must be 5 years of age by ***September 1, 2026,*** with a D.O.B before 9/2/2021 to be eligible for Kindergarten.

Transitional Kindergarten

Students must be turning 4 years by ***September 1, 2026,*** with a D.O.B. before 9/2/2022 to be eligible to attend Transitional Kindergarten (TK).

Updates and Need-to-Knows for 2026-27 SY

- **ASTI Open Enrollment End Date:** January 16, 2026. **Pre-enrollment for ALL grades** begins January 26, 2026.

- **Full-Day Kindergarten:** 8:20 am-2:50 pm was approved by the Board on November 8, 2022, effective the 2024-25 SY.

- **Age and Birthdates**
  - **Transitional Kindergarten:** Students must be 4 years of age by ***September 1, 2026***
  - **Kindergarten:** Students must be 5 years of age by ***September 1, 2026***

- **Information Nights and Tours***
  - **Transitional Kindergarten:**
    - Tuesday, 1/13/26 @ Paden (West End Schools) 6:30-7:30 pm
    - Wednesday, 1/14/26 @ Earhart (East End Schools) 6:30-7:30 pm
  - **Kindergarten:** Thursday, 1/15/26 (room & time posted on each school's webpage).
  - ***Tour dates** will be posted on each school's website.

Update on Enrollment for 2026-27 School Year

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Update on Bond Construction Projects (10 Min/Information)
Item Type:	Information
Background:	On November 4, 2014, Alameda voters approved Measure I, authorizing the issuance of up to $179.5 million in general obligation bonds. This was followed by the approval of Measure B on June 7, 2022, which authorized an additional $298 million in bonds to further support school facility improvements. Tonight, the Construction Department will present an update to the Board of Education and the community, highlighting the progress of completed, current, and future projects made possible through the funding provided by these measures.
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	21 Building – Bond Fund
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation	10/8/2025	Presentation

Bond Construction Projects Update

October 14, 2025

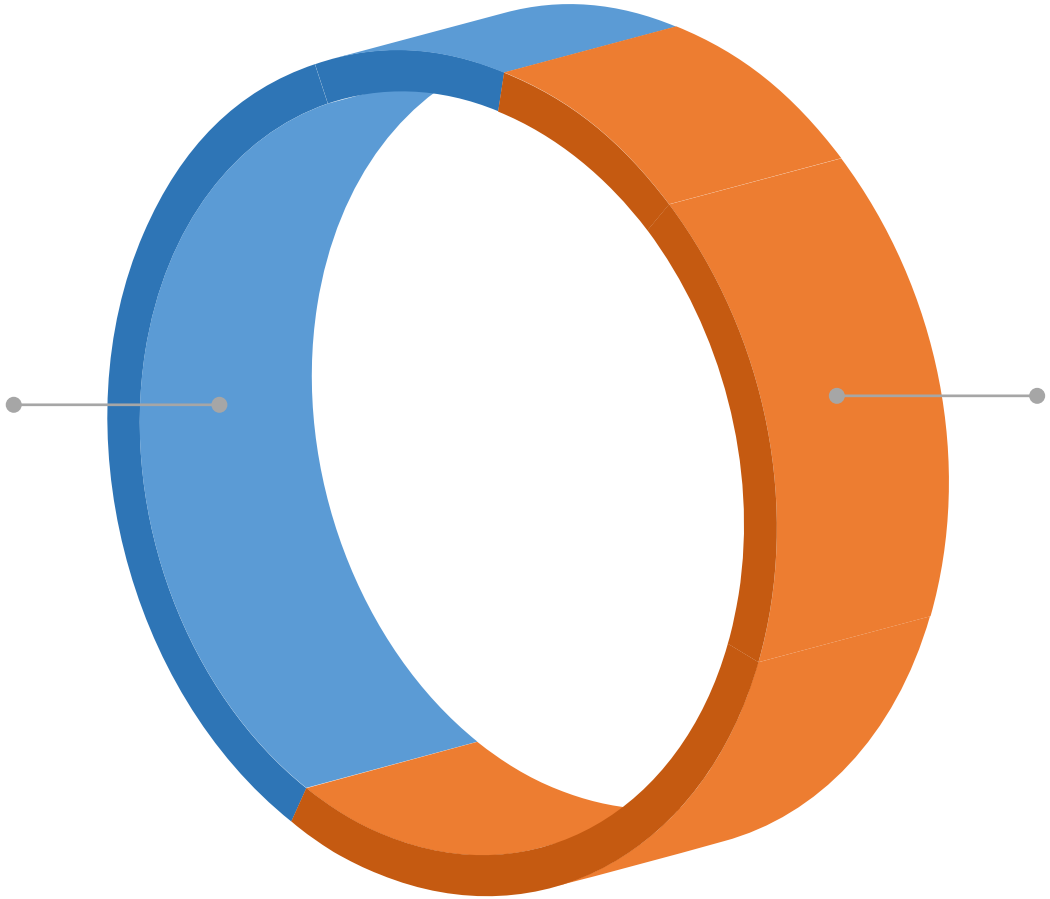


ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Background

Measure I Facilities Bond

- Passed in 2014
- $179.5 million



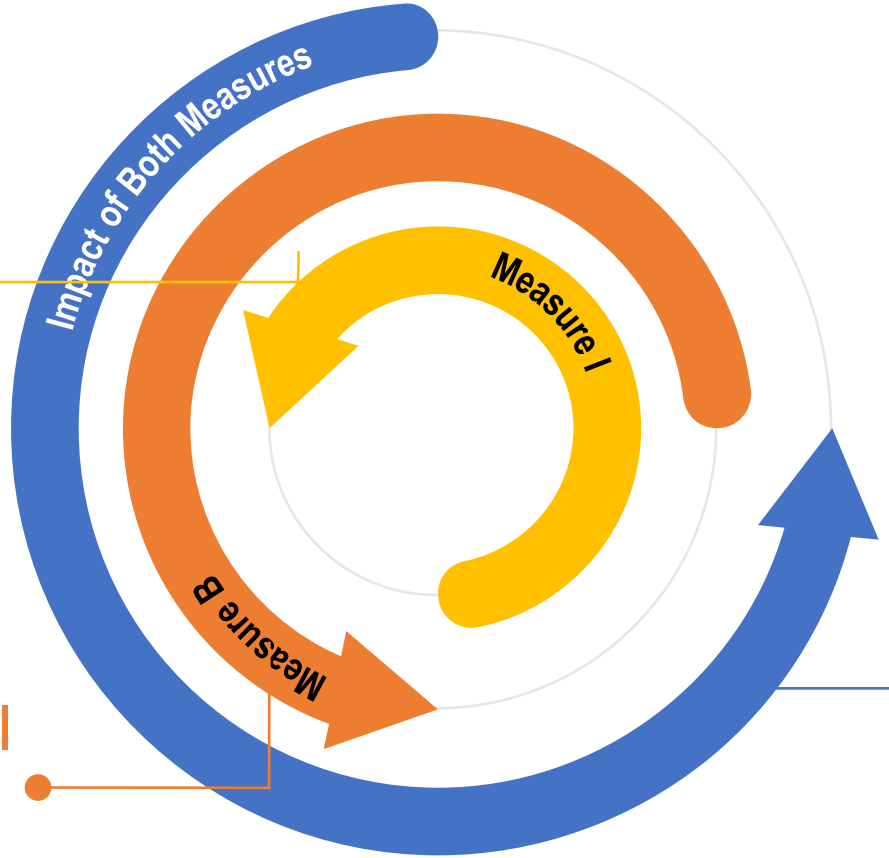
Measure B Facilities Bond

- Passed in 2022
- $298 million

General obligation bonds are subject to oversight by a Citizens' Committee

Facilities Bond Measures

- Measure I was based on the 2014 Facilities Master Plan and projects were completed at each site.
- Upgrades at all school sites



- Facilities Master Plan was developed with community input
- Focus on:
  - Modernized learning environment
  - Student safety
  - Building improvements
  - Utility upgrades

- Measure B continues the work initiated by Measure I
- Facilities Master Plan updated in 2022
- Focus on secondary schools and Otis Elementary

Completed Construction Projects

Measure I

District Wide Roofing Project
District Wide Paving Project
District Wide Technology – VOIP telephone system & Wi-Fi Network
Bay Farm School Site Soil Settlement & Structural Repair
Love (formerly Haight) ES Modernization
Otis Site Improvements & New Classroom Building
Maya Lin ES Modernization
Paden ES Modernization
Ruby Bridges ES Updates
Edison ES Modernization

Historic Alameda HS Seismic Retrofit & Modernization
Lincoln MS Modernization
New Perimeter Fencing – Edison, Bay Farm, Earhart, Otis
AOA/Chipman New Playground Structure and ADA upgrades
Franklin ES Modernization
Encinal Jr & Sr High School New Classroom Building & Modernization
ACLC/Nea at Woodstock Fencing
Bay Farm School New Classroom Building
Earhart ES Modernization
Safety & Security District-wide Lock Project

Island HS /ACDC at Longfellow campus – HVAC Modernization – 95% complete

Current and Future Construction Projects

Measure B

Projects in progress:

- Alameda High School - Kofman Auditorium Stage Upgrades
- Alameda High School - Swim Center
- Encinal Jr & Sr High School – Stadium & Field Renovation
- Encinal Jr & Sr High School New Gymnasium
- Wood Middle School Temporary Campus and New Construction
- Otis Elementary School Site Work and New Construction

Projects under planning:

- Lincoln Middle School Modernization
- Alameda High School New Athletic Field

Future projects:

- Alameda High School Modernization of Buildings A & B
- Encinal Jr & Sr School Modernization



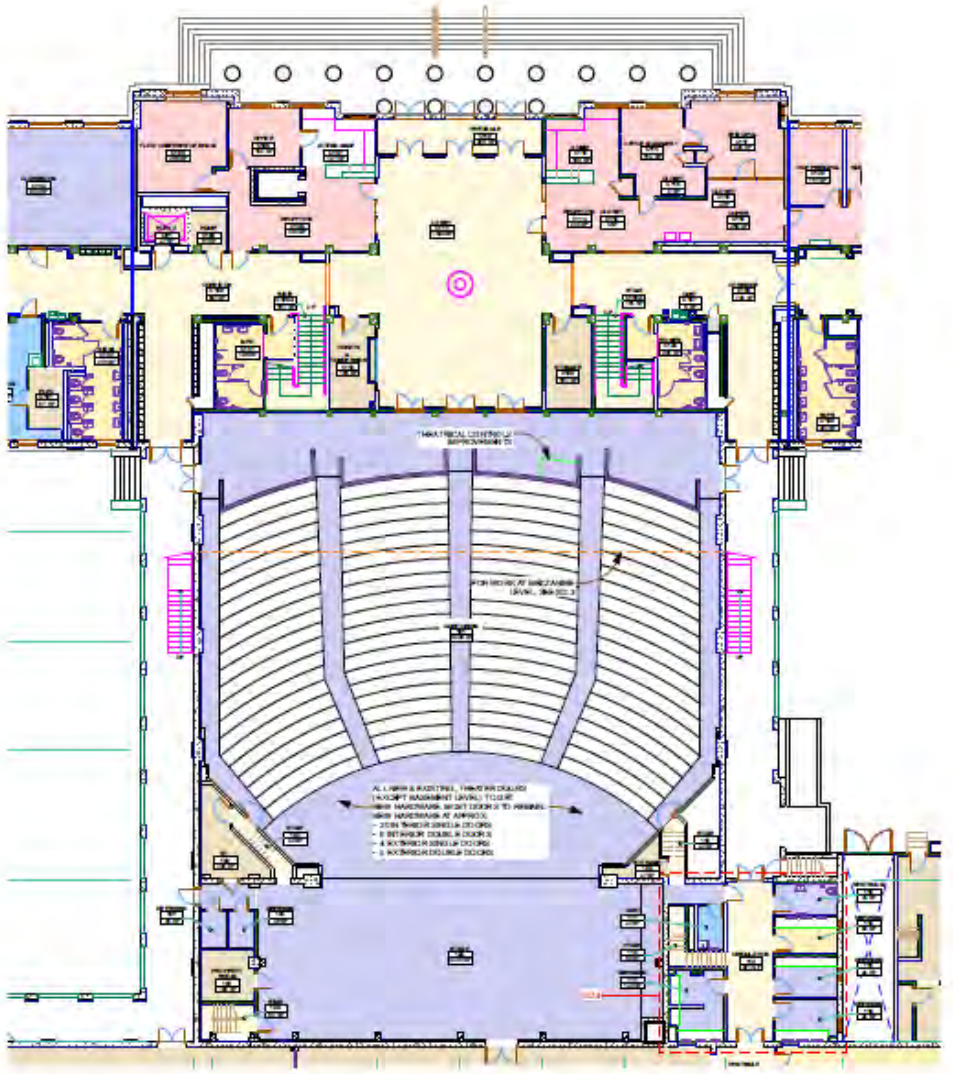


Alameda High School Kofman Stage Upgrades

Measure B

REVIEW OF SCOPE

- Replacement production lighting and new lighting controls
- Improved AV system and motorized screen
- Four new accessible backstage dressing rooms with accessible toilet room
- Replacement stage fire curtain and balcony guardrails at aisles
- New, safer battens for hanging drapery above the stage
- Project began Fall 2024



Alameda High School Kofman Stage Upgrades

Measure B

Project Status:

- Dressing rooms complete
- Lighting and AV infrastructure complete
- Curtain installation scheduled for November

Next Steps:

- Closeout



Project Challenges:

- Existing conditions required fire curtain redesign
- Long lead times for fire curtain, and hoists for fire curtain and main curtain

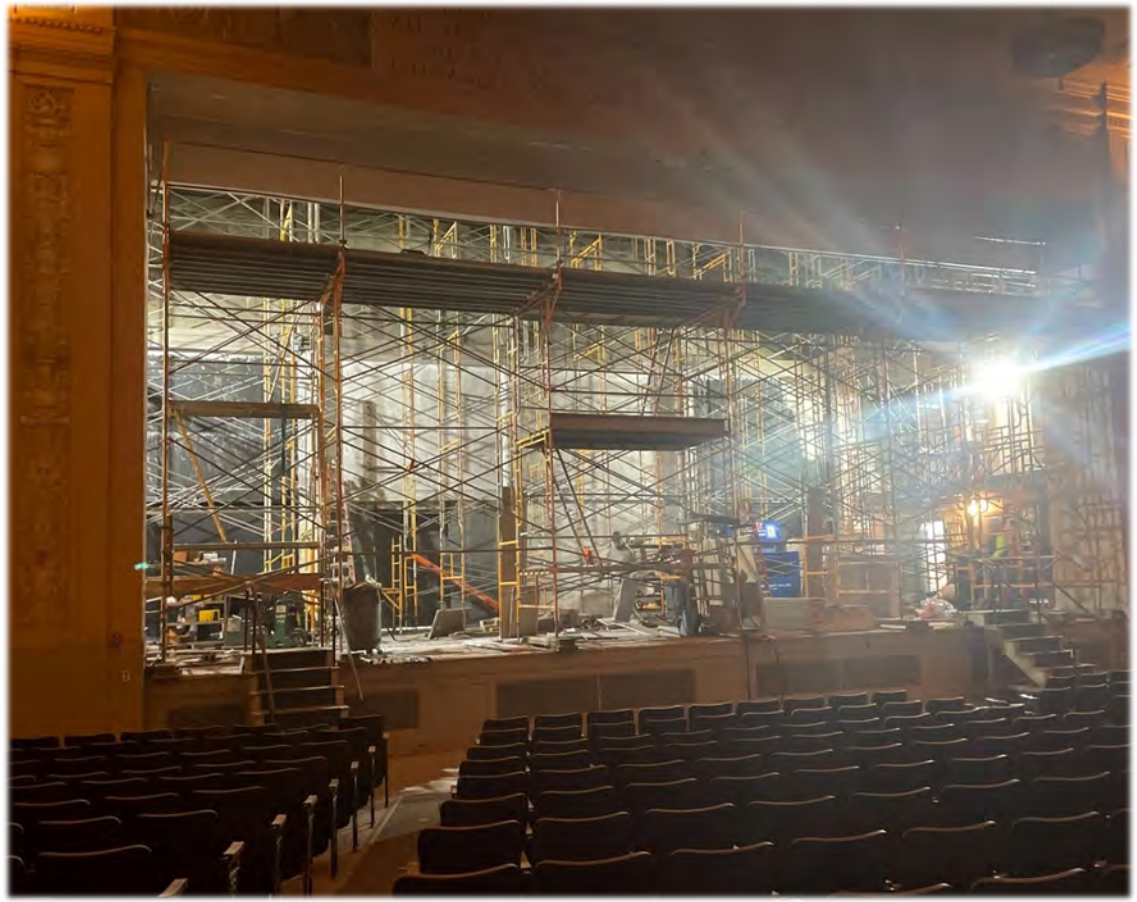


Estimated Completion:

- December 2025

Alameda High School Kofman Stage Upgrades

Measure B



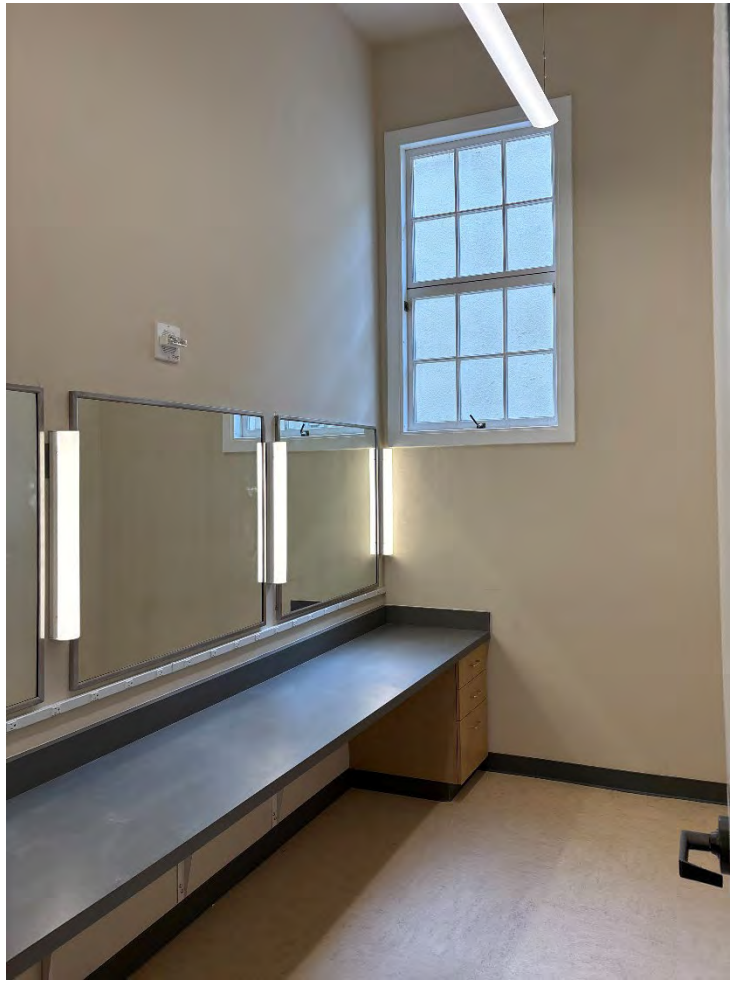
View of scaffolding at stage



Work at Balcony Guardrails

Alameda High School Kofman Stage Upgrades

Measure B



Completed dressing room



New doors at entrance of auditorium

Alameda High School Swim Center

Measure B

REVIEW OF SCOPE

- Competition swimming pool and practice swimming pool
- New Musco sports lighting
- New scoreboard
- New mechanical equipment enclosure and new mechanical equipment
- New outdoor rinse-off shower areas
- Replacement tennis court
- Site Perimeter fencing and gates
- Construction began Summer 2024



Alameda High School Swim Center

Measure B

Project Status:

- Construction has restarted but slowed by Alameda County Environmental Health Department (ACEHD) requirements: dewatering, soils management, air monitoring, etc.
- Currently installing shoring
- Estimated completion budget of $22 million

Next Steps:

- Under ACEHD oversight, we are providing a campus-wide environmental investigation report
- Excavation, UG Utilities, etc.



Project Challenges:

- Impacted soil found during demolition
- Testing and Soils Management Plan development to dispose of impacted soil
- Managing ACEHD protocols while trying to recover delays
- Schedule and cost impacts to date

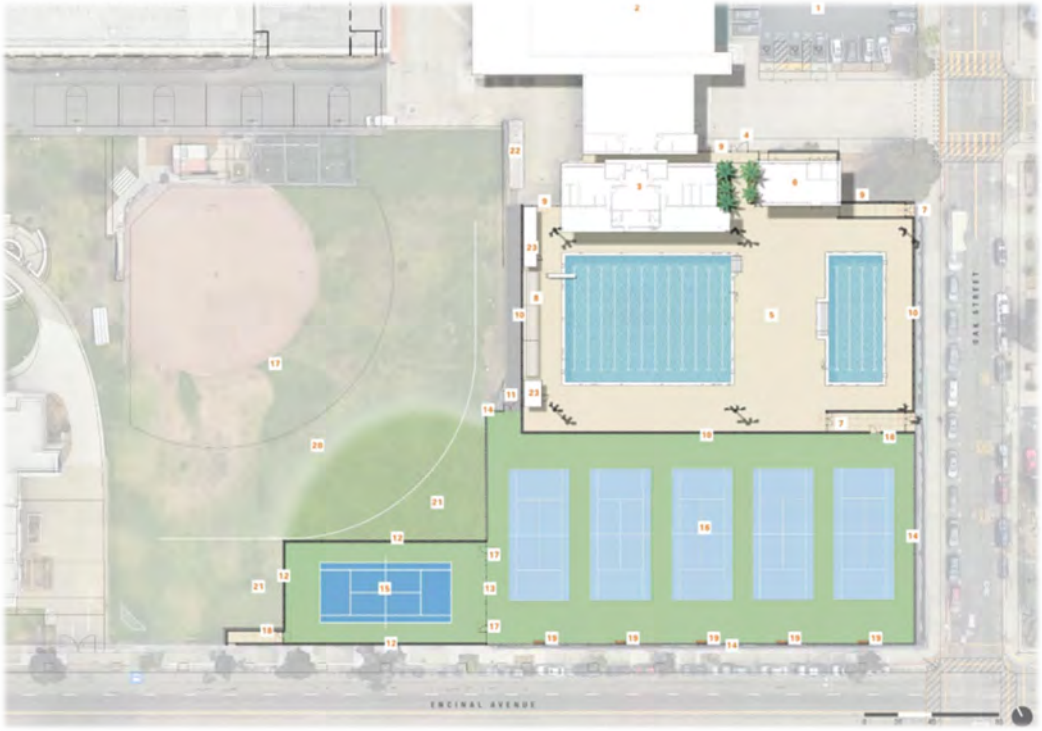
Estimated Completion:

- Summer 2025



Alameda High School Swim Center

Measure B



Schematic Design



Site after Demolition

Alameda High School Swim Center

Measure B



Impacted Soil Protection Measures



Baker Tanks for Dewatering



Impacted Soil Off-haul Operation

Alameda High School Swim Center

Measure B



Shoring Installation Operations





Alameda High School Fencing

Measure B

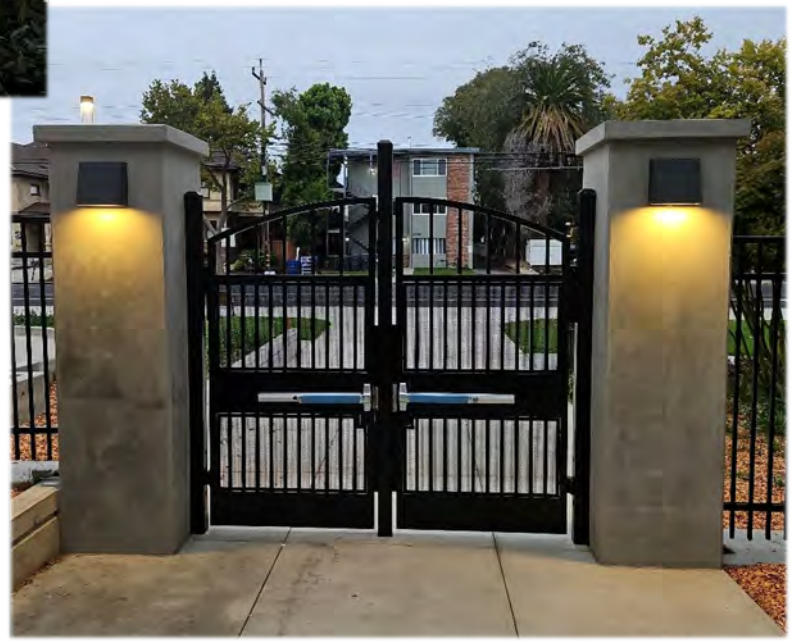




Before and After at ADA Ramps between Buildings B-C and C-D



Before and After at Concrete Columns for Main Egress between Buildings B-C and C-D



Encinal Jr & Sr High School Stadium and Field Renovation

Measure B

REVIEW OF SCOPE

- Synthetic turf field; 8-lane, all weather, 400-meter track and track event areas
- 1200-seat bleachers with ADA accessibility and announcer's booth
- New Musco sports lighting for field, path and bleachers, new fencing, flagpole and relocated scoreboard
- Relocated blacktop with basketball and volleyball courts
- Safety & Security - Site Perimeter Fencing and gates
- Construction began November 2024



Encinal Jr & Sr High School Stadium and Field Renovation

Measure B

Project Status:

- Fencing at front of school complete
- Field turf Striping complete
- Running Track Synthetic Surfacing installed
- Commissioning of AVL Systems in progress

Next Steps:

- Running Track Synthetic Surfacing striping
- Blacktop Acrylic Surfacing & Striping
- Training of AVL Systems



Project Challenges:

- Coordination with City Project at Central Ave and Storm Drain relocation
- Bay Conservation & Development Commission (BCDC) approval & requirements

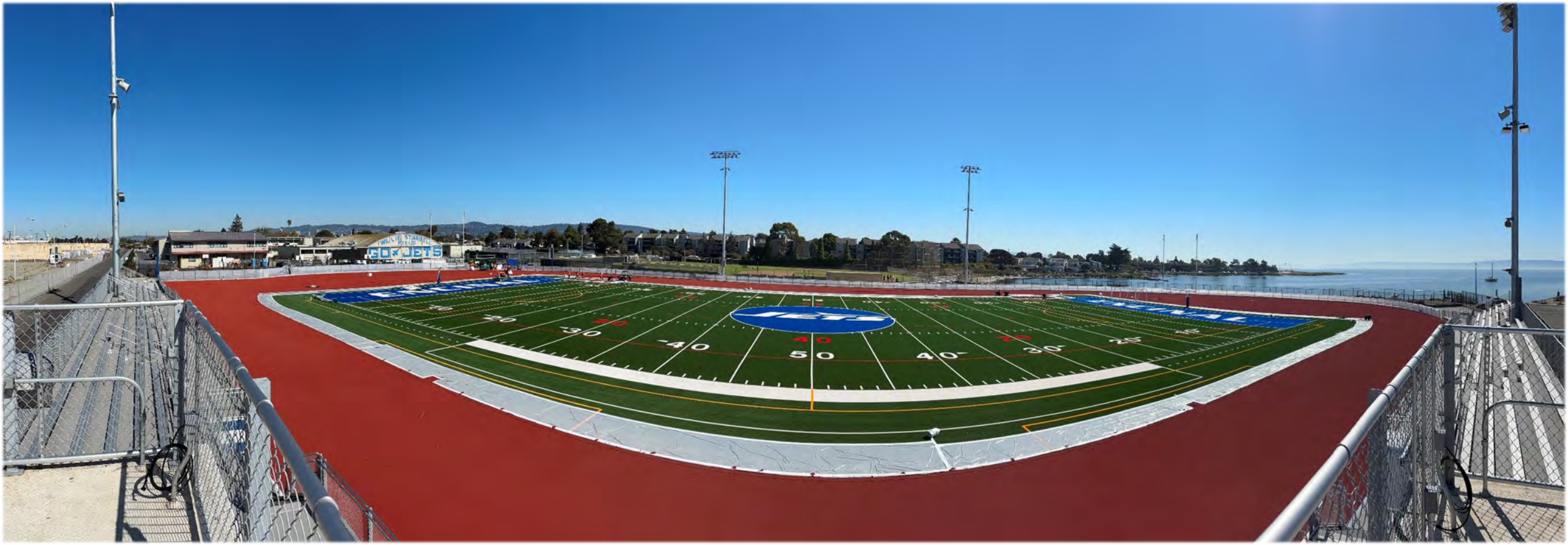


Estimated Completion:

- December 2025

Encinal Jr & Sr High School Stadium and Field Renovation

Measure B



Running Track Synthetic Surfacing installed

Encinal Jr & Sr High School Stadium and Field Renovation

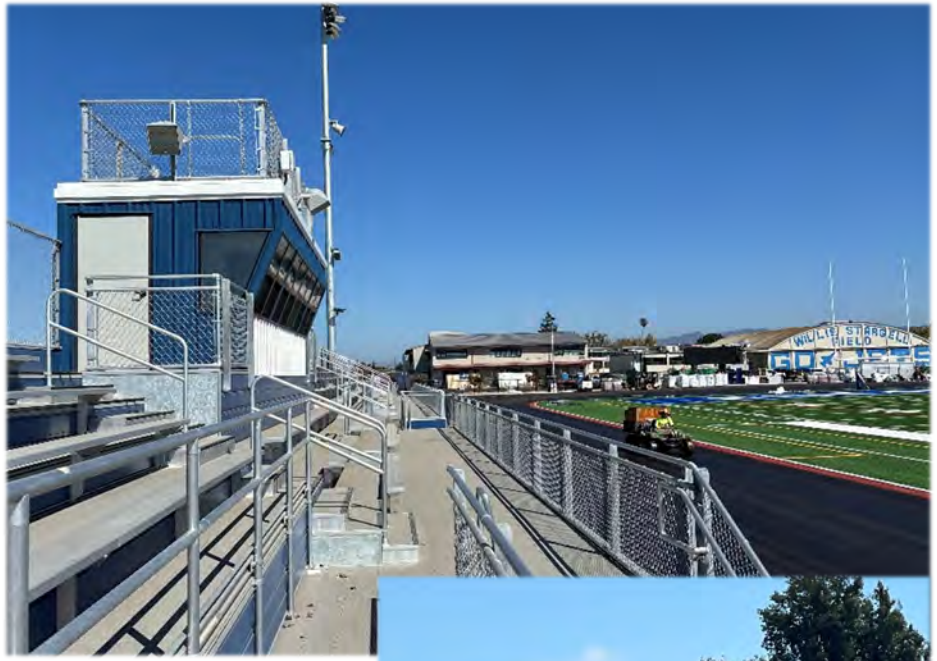
Measure B

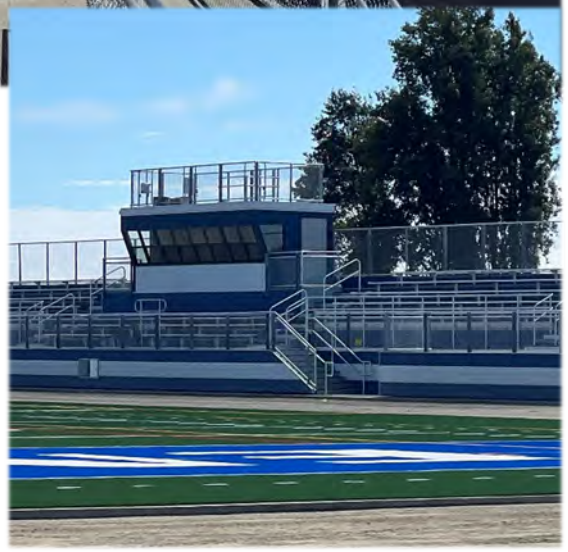


New Stadium Bleachers

Forms & Rebar for Concrete Slab





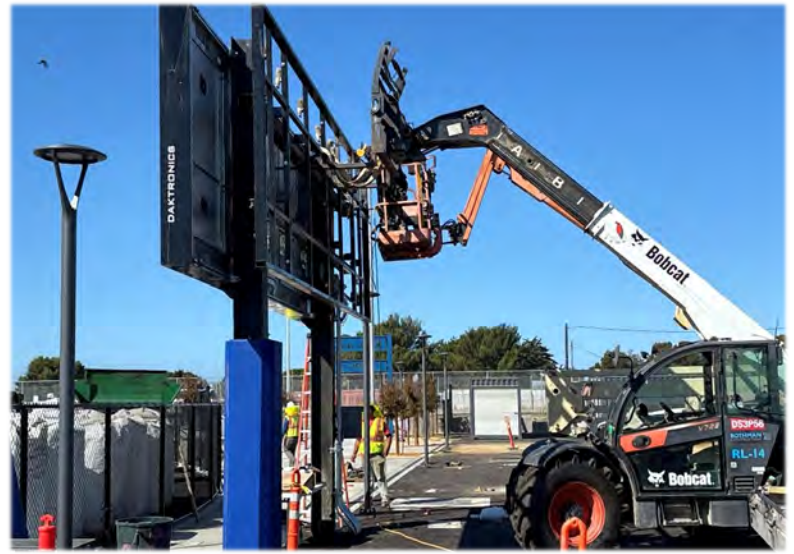


Encinal Jr & Sr High School Stadium and Field Renovation

Measure B

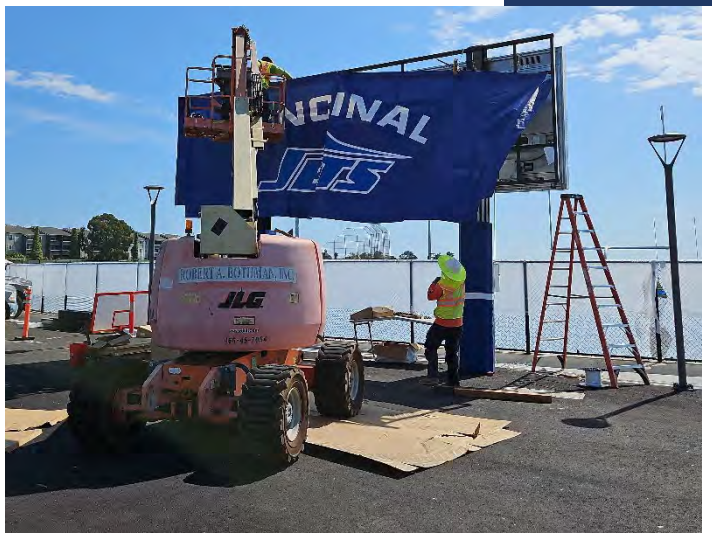




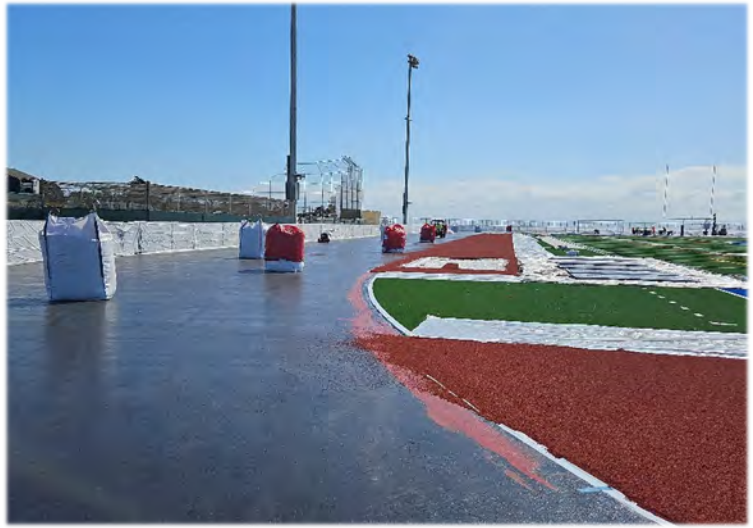


Grand Entrance to the Bleachers

Scoreboard & Rubber Track Install







Encinal Jr & Sr High School Fencing

Measure B





New Fence – Progress of Fencing Installation

New Fence – Main Entrance Columns





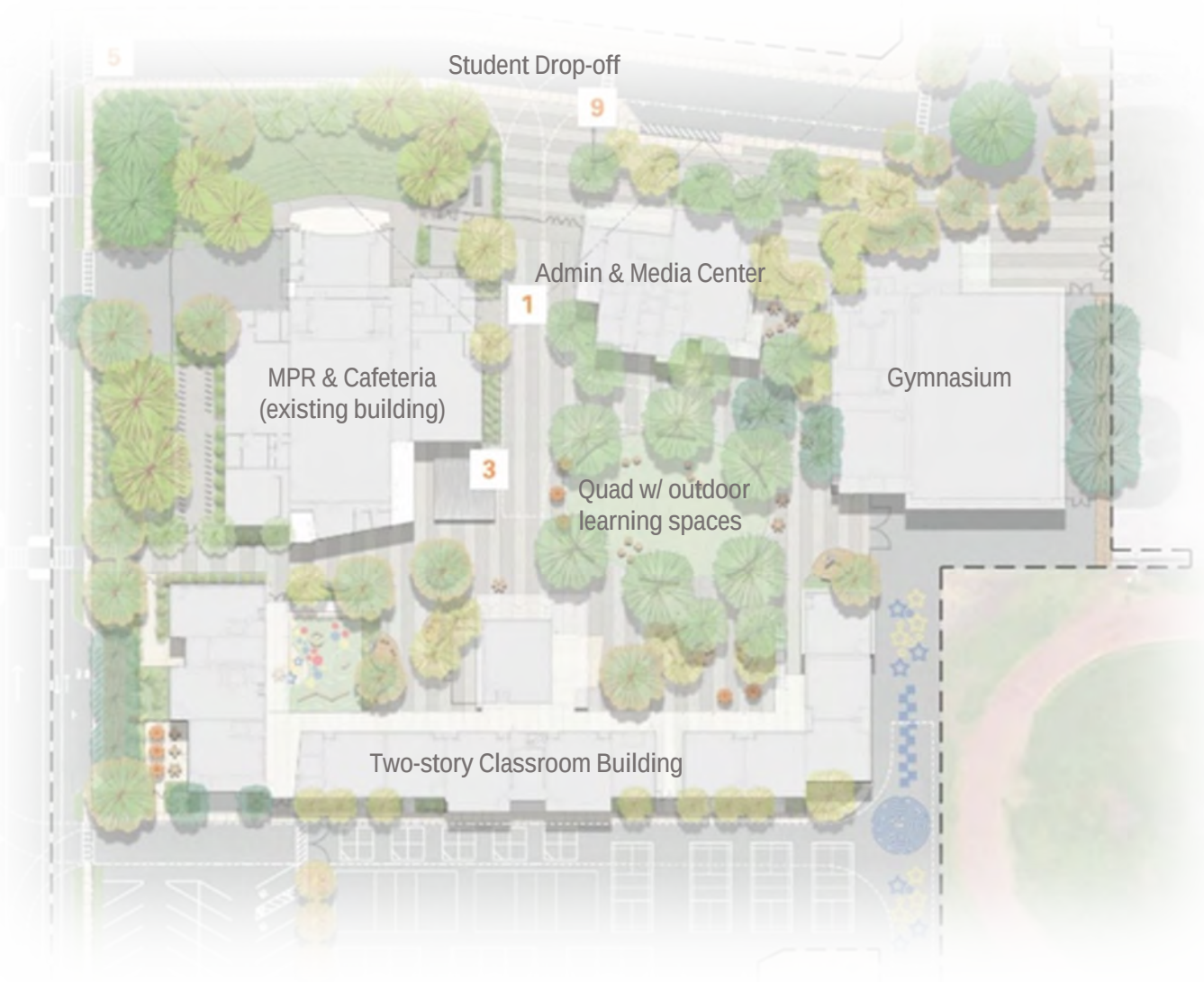
Wood Middle School New Construction

Measure B

REVIEW OF SCOPE

Construction of new Wood MS campus

- **Demolish current 3-story classroom building and remove existing portables**
- **Build new two-story classroom building, new administration/library building and new gymnasium**
- **Layout includes new access road with new drop-off and parking**
- **Exterior paint and new fire alarm to existing Multi-purpose Room**
- **Construction began Summer 2024**



Wood Middle School New Construction

Measure B

Project Status:

- Building 100 (Admin/Media Center): 1st Layer of Plaster Installed at the exterior. Interior Paint and Tile in progress
- Building 300 (Gym): Waterproofing installed at the exterior walls. Roof installation and Interior MEP rough in progress
- Building 400 (Classrooms): Steel Erection 90% complete
- New road: Grading in progress

Next Steps:

- Electrification of Site for HVAC startup



Project Challenges:



- Responding to neighbor questions and concerns
- Department of Toxic Substance Control review
- City's Grand Street improvement projects running simultaneously

Estimated Completion:

- Fall 2026

Wood Middle School New Construction

Measure B



Wood School before demolition



Scaffolding for building demolition



Demolition underway

Wood Middle School New Construction

Measure B



CURRENT: Bldg 100 Admin Exterior



CURRENT: Bldg 300 Gym Exterior



CURRENT: Bldg 400 Classroom Exterior

Otis Elementary School New Construction

Measure B

REVIEW OF SCOPE

- Demolish existing administration/classroom building and one portable building
- Build new two-story classroom building
- Build new Lobby Reception and Administration offices
- New Library/Media Center
- New shade structure, playground and outdoor learning spaces
- Modernization of multi-purpose building and 2-story classroom building
- Construction to begin Summer 2026



Otis Elementary School New Construction

Measure B

Project Status:

- Drawing Set at Division of the State Architect (DSA) for approval
- Coordinating with City of Alameda
- Contractor performing Preliminary Services

Next Steps:

- Bidding early 2026



Project Challenges:



- City Storm Drain Relocation Coordination
- Potential prolonged approval process from Department of Toxic Substances Control
- Potential neighborhood disruption during pile driving
- Working with various agencies for approval

Estimated Completion:

- Summer 2028

Otis Elementary School New Construction

Measure B

Move logistics:

- September 10, 2025 - Otis community meeting to discuss plans for the temporary campus
- Otis School will operate at the temporary campus for the 2026-27 and 2027-28 school years
- FAQs posted on AUSD Construction page website
- Transportation from the existing campus to the temp campus will be provided
- Open house will be held at temporary campus for students and families to familiarize themselves

Timeline for Construction:

- Move into temporary campus: June – July 2026
- Demolition of existing building: Summer 2026
- Construction start: Fall 2026
- Completion of new campus: Summer 2028

Otis Elementary School New Construction

Measure B



Conceptual rendering: Campus Entry



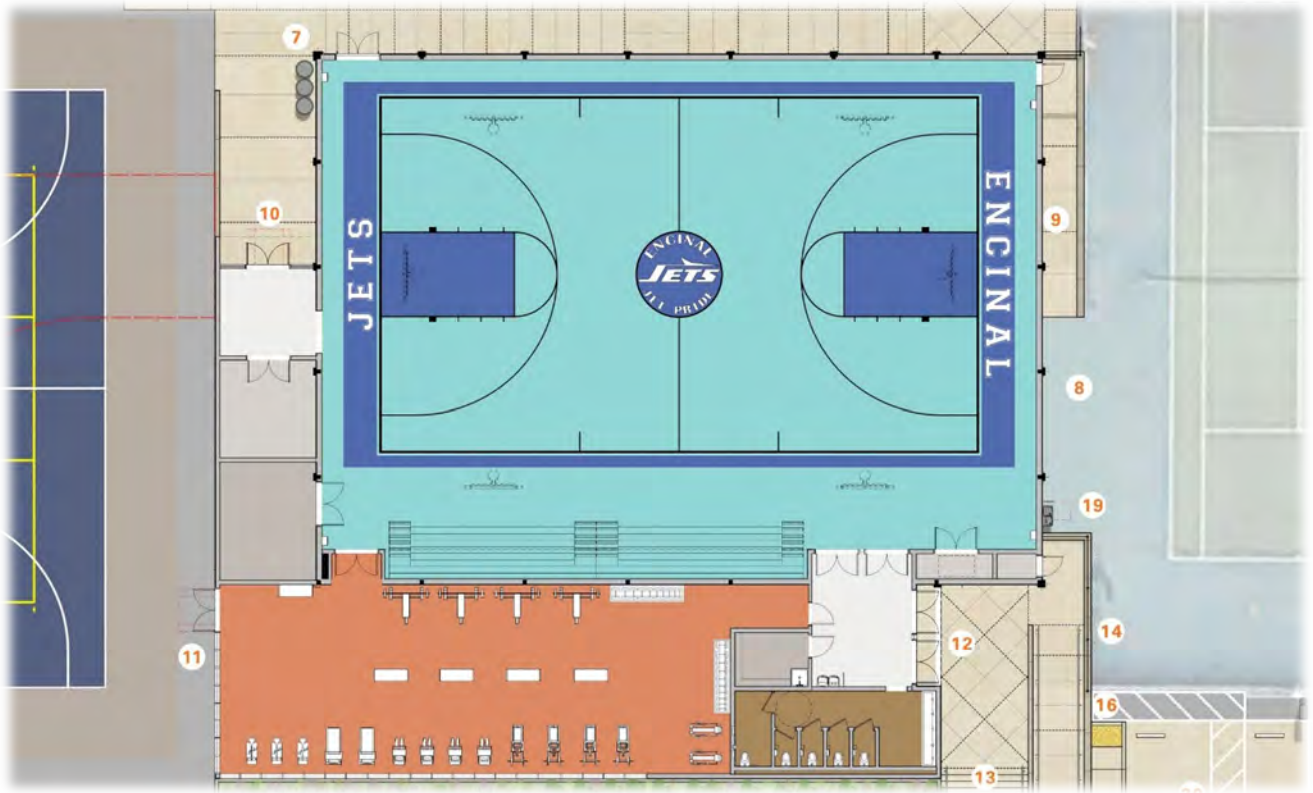
Conceptual rendering: Arial View

Encinal Jr Sr High School New Gymnasium

Measure B

REVIEW OF SCOPE

- Build new, full-size gymnasium with multisport court striping
- Limited bleachers
- Build new weight room
- Build lobby with inclusive restrooms
- Construction to begin Summer 2026



Encinal Jr & Sr High School New Gymnasium

Measure B

Project Status:

- Project submitted to Division of the State Architect (DSA) for approval
- Contractor performing Preliminary Services

Next Steps:

- Bidding spring 2026



Project Challenges:

- Potential extensive dewatering during excavation



Estimated Completion:

- Fall 2027

Encinal Jr & Sr High School New Gymnasium

Measure B



Conceptual Rendering: View from the Stadium



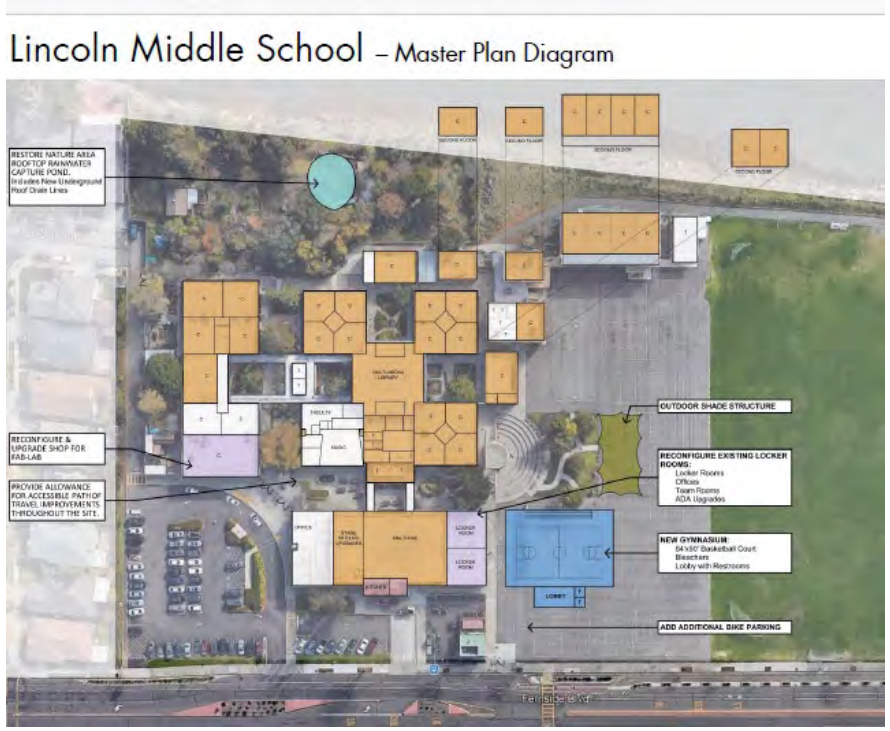
Conceptual Rendering: Gym Interior



Rendering: Weight Room w/ View to Stadium

Lincoln Middle School Modernization and AHS Stadium

Measure B



Lincoln Middle School

- **Proposed Scope: modernization of campus, site improvements, new gymnasium, reconfigure locker rooms**
- **Meetings with site principal and staff are underway to finalize scope**
- **Design committee meetings will begin soon**



Alameda High School Stadium

- **Proposed Scope: New Multi-Sport Field**
  - **Full track and field amenities, synthetic turf field, multi-sport striping, bleachers, sound system, field lighting, scoreboard, parking**
- **Site committee meetings will begin soon**

Future Construction Projects

Measure B

2029-2031

Encinal Jr Sr High School

- Modernize existing gymnasium and Bldg. 500 classrooms



Alameda High School

- Bldg. A & Bldg. B modernization

Thank You!

We appreciate the continued support of our bond construction program. The investment in these facilities creates lasting benefits for students, staff, and the entire Alameda community. The transformation of our schools represents a shared commitment to educational excellence and provides the physical environments where students can thrive.

$477M

Total Bond Investment
Combined Measures I & B

20+

Projects Completed
Under Measure I

7

Active Projects
Currently in Construction

Stay Informed: Visit our AUSD Construction webpage at www.alamedaunified.org/construction

Board Discussion & Questions