

**AGENDA
REGULAR MEETING
BOARD OF DIRECTORS
POLYTECHNIC ACADEMY**

**365 4th St., Hollister, CA 95023
April 22, 2025
6:00pm**

Remote viewing available at:

Topic: Board Meeting 2/11 at 6:00

Time: Feb 11, 2025 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87656877418>

Meeting ID: 876 5687 7418

One tap mobile

+16694449171,,87656877418# US

+13462487799,,87656877418# US (Houston)

**INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD
BY PARENTS AND CITIZENS**

Polytechnic Academy (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Trustees (“Board”) is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond, or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a “Request to Speak” form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your “Request to Speak” form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 650 San Benito Street #230, Hollister, CA 95023.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Polytechnic Academy may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact the Learning Director's office.

I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at _____

B. ROLL CALL

	Present	Absent
Dr. Ariel Hurtado	_____	_____
Armando Barragan	_____	_____
Jessica Filice	_____	_____

C. FLAG SALUTE

II. COMMUNICATIONS

A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

B. For Information: School Report
This is a presentation of information which has occurred since the previous Board meeting.

C. For Information: Board/Staff Discussions Board and staff discuss items of mutual interest.

III. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless

specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

- A. Board meeting minutes for February 11, 2025.

IV. OPEN SESSION

- A. Presentation by Charter Impact regarding Business Management Services
- B. Presentation by John Helgeson regarding HJ Sims Financial Services

V. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9).
- B. PUBLIC EMPLOYMENT
Title: Principal

VI. PUBLIC SESSION

RECONVENE TO OPEN SESSION: ____.

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present).

VII. ITEMS SCHEDULED FOR ACTION

- A. The Board will consider approving the Employment Contract for Principal.
- B. The Board will consider approving the Attendance Policy.
- C. The Board will consider approving the Curriculum and Assessment Policy.
- D. The Board will consider approving the Acceptance of Gifts Policy.
- E. The Board will consider approving the ASU Universal Course Agreement.
- F. The Board will consider approving purchasing Edmentum curriculum not to exceed \$52,953.
- G. The Board will consider approving purchasing HMH READ 180 curriculum not to exceed \$14,323.50.
- H. The Board will consider approving purchasing HMH Math 180 curriculum not to exceed \$12,812.46.
- I. The Board will consider approving purchasing HMH English 3D not to exceed \$6,521.74.
- J. The Board will consider approving purchasing MAP Assessments not to exceed \$17,250.
- K. The Board will consider approving a contract with Artik – Art & Architecture not to exceed \$46,500.

VIII. ITEMS SCHEDULED FOR INFORMATION

A. Enrollment, CUP, and Financial Update – Nicole Prater

IX. ADJOURNMENT

The meeting was adjourned at _____.

**AGENDA
REGULAR MEETING
BOARD OF DIRECTORS
POLYTECHNIC ACADEMY**

**790 Bolsa Rd., Hollister, CA 95023
February 11, 2025
6:00pm**

MINUTES

Remote viewing available at:

Topic: Board Meeting 2/11 at 6:00

Time: Feb 11, 2025 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87398165996?pwd=BMQoIrXGA9dmJMTwpBEbbp0TGH8Kc9.1>

Meeting ID: 873 9816 5996

Passcode: 871718

One tap mobile

+16694449171,,87398165996#,,,,*871718# US

+17207072699,,87398165996#,,,,*871718# US (Denver)

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I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at 6:01 PM

B. ROLL CALL

	Present	Absent
Dr. Ariel Hurtado	<u> X </u>	_____
Armando Barragan	<u> X </u>	_____
Jessica Filice	<u> X </u>	_____

C. FLAG SALUTE

II. COMMUNICATIONS

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C. For Information: Board/Staff Discussions Board and staff discuss items of mutual interest.

III. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

- A. Board meeting minutes for September 10, 2024.
- B. Board meeting minutes for October 8, 2024.
- C. Board meeting minutes for January 14, 2025

A motion was made by Trustee Barragan and seconded by Trustee Filice to approve the Consent Agenda as presented.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u> X </u>	<u> </u>	<u> </u>
Armando Barragan	<u> X </u>	<u> </u>	<u> </u>
Jessica Filice	<u> X </u>	<u> </u>	<u> </u>

IV. CLOSED SESSION 6:02 PM

- A. CONFERENCE WITH LEGAL COUNSEL-EXISTING LIGITATION (Paragraph (1) of subdivision (d) of Section 54956.9).
- A. CONFERENCE with real Property Negotiator, Nicole Prater, Consultant Property: 365 4th St., Hollister, CA 93023
Negotiating Party: City of Hollister. (Government Code Section 54958.6)

No report.

V. PUBLIC SESSION

RECONVENE TO OPEN SESSION: **6:25 PM.**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present).

VI. ITEMS SCHEDULED FOR ACTION

- A. The Board will consider approving the 2025-26 Polytechnic Academy Calendar.
- B. The Board will consider approving the Polytechnic Academy Graduation Requirements.
- C. The Board will consider approving the Oath of Allegiance Policy.
- D. The Board will consider approving the Military on Campus Policy.
- E. The Board will consider approving the Child Abuse Policy.
- F. The Board will consider approving the Annual Mental Health Notification Policy.

A motion was made by Trustee Barragan and seconded by Trustee Filice to approve items A-F in one motion.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u> X </u>	<u> </u>	<u> </u>
Armando Barragan	<u> X </u>	<u> </u>	<u> </u>
Jessica Filice	<u> X </u>	<u> </u>	<u> </u>

VII. ITEMS SCHEDULED FOR INFORMATION

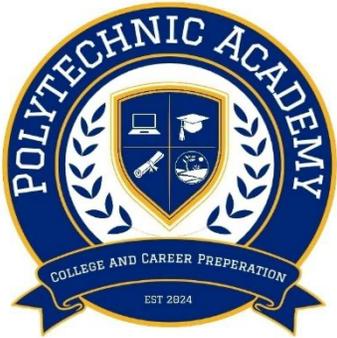
- A. Update – Nicole Prater

VIII. ADJOURNMENT

The meeting was adjourned at 7:00 PM.

Polytechnic Academy Attendance Policy

2025-2026



Attending school every day is required and enforced by law in the state of California. Parents/guardians are responsible for ensuring that their children attend school regularly and arrive on time. Polytechnic Academy partners with families to reinforce the importance of consistent attendance in order for students to have the greatest opportunity for academic success.

Compulsory Education

Students who are between the ages of six and eighteen years are subject to compulsory full-time education by the State of California. Students who are at least sixteen years of age are allowed to attend school part-time through a continuation or other alternative education program. Parents/Guardians are required by law to send their children to school. Failure to comply with these requirements may lead to a referral to the Polytechnic Academy School Attendance Review Team (SART). When necessary, legal action may be taken against the parent or the student, depending on who is responsible for failing to comply.

PCHS Attendance Expectations

Attendance and punctuality directly impact a student's performance at Polytechnic Academy. Regular attendance is vital to successful academic growth and is expected of all students. The PA Attendance Policy is designed to keep students in class and reduce the number of days absent.

Student Responsibilities & Expectations

- Attend school every day and arrive on time to each class period
- Students should miss no more than 7 days of school per year.

- Students should have 6 or fewer unexcused tardies per semester.

Parent/Guardian Responsibilities & Expectations

- Regularly monitor student attendance through the Parent Portal on Aeries and verify all absences with the Attendance Office via email within five (5) days of the absence(s)
- Schedule non-emergency medical and dental appointments outside of school hours when possible
- Plan all family events and vacations on non-school days only
- Encourage students to communicate all pre-planned absences with their teachers before the absence occurs
- Attend mandatory School Attendance Review Team intervention meetings

Absences

Students who do not attend class or arrive more than thirty (30) minutes after the scheduled start time will be marked as absent.

Attendance Verification

Polytechnic Academy verifies student absences when documentation, with the reason for the absence, is provided to the Attendance Office. Absences remain on the student's record and are verified in Aeries. Not all verified absences are excused. Please see the 'Excused Absences' section for a complete list of excused absences.

[Verify by Email | attendance@poly-academy.org](mailto:attendance@poly-academy.org) The following should be included in your email:

- ✓ Student Name & Grade Level
- ✓ Student Date of Birth
- ✓ Date & Time of Absence(s)
- ✓ Parent/Guardian Name
- ✓ Parent/Guardian Email & Phone Number

Reason for Absence

Students over the age of 18 years old may sign their own absence notes with parent/guardian permission. For more information please contact the Attendance Office.

Parents or guardians are required to submit written verification for all student absences within five (5) days of the occurrence. Any remaining unverified absences will convert to trancies at that time.

Excused Absences

California Education Code 48205 provides that a student shall be excused from school when the absence is due to:

1. Illness
2. Quarantine
3. Medical, dental, optometric, or chiropractic services
4. Attending the funeral of an immediate family member (one day within the state, three days outside the state).
5. Jury duty
6. Participation in religious instruction or exercises.
7. Illness or medical treatment of a child of whom the student is the custodial parent
8. Serving as a precinct member for an election
9. To permit the pupil to spend time with an immediate family member on active duty or uniformed services and for the pupil to spend time with family when the family has been deployed to a combat zone or combat support position.
10. Attendance at the pupil's naturalization ceremony to become a United States citizen.
11. For the purpose of participating in a cultural ceremony or event
12. When the pupil's absence has been requested in writing by the parent/guardian and pre-approved by the Executive Director or Principal.

All other verified absences are considered personal absences; however California Education Code does not recognize these as excused absences.

Examples of personal absences can include but are not limited to:

- Missing a bus or car troubles
- Oversleeping
- Inclement weather
- Vacations and other family events
- College visits/tours without prior approval and/or documentation
- Babysitting/Caretaking

These are not excused absences.

Extended Absence Due to Illness

On the third (3rd) consecutive day of illness/health related absence the student must bring in a doctor's note excusing illness/health related absences.

Students Arriving Late to Campus

Students arriving late for ANY reason should first report to the Attendance Office for a pass to class. The Attendance Office will update the student's attendance record as needed based on the verification reason for the late arrival. Any student arriving late without a note will be given an Unexcused Tardy. Students arriving 30 or more minutes late to any class will automatically receive an absence for that class period and attendance will be updated based on the parent/guardian verification.

1. Excused Tardy: Students will only be granted an excused tardy when they obtain a stamped/signed school pass before arriving to class.
 - a. Students arriving late from an appointment must check in with the Attendance Office first with written documentation of the appointment. For a doctor or dentist appointment the student must have an appointment card, or a note written on the doctor's/dentist's stationery stating the date and time of the appointment. Written documentation must be shown for all other appointments and include the date and time of the appointment and student's name.
 - b. Teachers will not admit students into their classroom without a valid pass or summons.
2. Unexcused Tardy: The following circumstances warrant an unexcused tardy:
 - a. A student is outside their assigned classroom without a valid school pass when the tardy bell rings. Students who are not in class when the bell rings should report to the attendance office to receive their late pass to class.
 - b. Traffic and/or oversleeping are unexcused. Notes, emails, calls, or visits from parents/guardians to excuse tardiness are not accepted.
 - c. Significant Traffic Incidents

Significant Traffic Incidents

When a significant traffic incident in the immediate area directly impacts arrival to school, Polytechnic Academy administration may allow additional time (up to 30 minutes) for students to arrive to class before assigning a tardy.

Assigned Consequences For Unexcused Tardies

Tardy Total	Consequence Assigned
1-3	Parent Notification / Warning
4-5	Detention Assigned by Administration per Tardy
6+	Attendance Contract + “No Admit List”

Polytechnic Academy No-Admit List

Students with 6 or more unexcused tardies or 5 truancy days (15 periods) per semester will be placed on the “No Admit List”, and may be denied the opportunity to participate in the following privileges:

- Club Activities
- Field Trips
- Leadership Positions
- School Wide Events
- Senior Activities
- Work Permits

Students on the “No Admit List” will be placed on an attendance contract with the counselor administration. Successfully meeting the requirements of the contract will allow students the opportunity to be removed from the “No Admit List” at the end of the contract.

Early Check-Outs

Polytechnic Academy students are expected to attend school for the full instructional day, however it's understood that there are times when students will need to check out early. Parents/Guardians should pick students in the front lobby.

The Attendance Office will only grant early checkouts when:

1. An email from the parent/guardian is received by the Attendance Office (attendance@poly-academy.org) before 10:30am
2. A physical note from the parent/guardian is received by the attendance office before 10:30am and the parent/guardian confirms the note over the phone.

3. Parent/Guardian in person with proper state/federal issued photo-ID matching an authorized person on the student's Aeries account

Students cannot be checked out:

1. After 3:00pm
2. On days of state testing, AP Exams, and/or semester final exams
3. During school-wide safety drills

Early Checkout Passes

Students should pick up their early checkout pass from the attendance office before school or during nutrition/lunch. Students cannot leave a classroom at the check-out time without the pass. Students should show their teacher the pass at the beginning of the class period, and show it to the front office to leave campus.

Students who leave campus without properly checking out through the Attendance Office are considered to be cutting class and will receive a truancy. Calling or texting your child out of class is not permitted. The Attendance Office will not accept calls and emails to excuse mid-day absences after a student has already left campus without an Off-Campus Pass.

Students returning to campus after an appointment must check in with the Attendance Office upon arrival with proper documentation to verify the absence. Returning without an official note will result in an unexcused absence during the time the student was off-campus.

Missed Work

Students will be provided the opportunity to make up missed work from all absences except Truancies in accordance with teacher and/or department policies.

Truancy

A truancy is defined as an absence from class without a valid excuse. Students with excessive absences (7 or more days) and truancies will be referred to the School Attendance Review Team (SART). After five (5) days, all unverified absences will automatically convert to truancies.

School Attendance Review Team (SART):

Students with excessive absences will be referred to the Polytechnic Academy School Attendance Review Team. This team is a student-focused intervention team, comprising teachers, administrators, and other student support personnel such as counselors,

psychologists, and nurses. SART meetings are a team effort (parents/guardians included) to discover the reason(s) for the student's attendance issues, provide resources for the family, and help build personal responsibility for the student to attend school by creating an individualized plan for improving the student's attendance. Parents and guardians are an essential component of the process and are encouraged to actively participate in the resolution. During this meeting, the student and parent/guardian will sign an attendance contract with the school.

Senior Specific Policies

Off-Campus Lunch Privileges

Polytechnic Academy is a closed campus, therefore any senior student wishing to receive an off-campus lunch permit must have prior permission from their parent/guardian. No off-campus privileges are given for the nutrition break.

Students must apply and be approved for an off-campus lunch pass. Students on the "No Admit List" are ineligible for off-campus privileges, and their passes will be revoked until they are removed from the list.

The complete list of rules and procedures will be included in the off-campus lunch pass application.

Graduation Ceremony

Seniors with 10 or more total period trancies in the Spring semester may be denied the opportunity to participate in the Graduation Ceremony. Seniors and their families are encouraged to regularly monitor their own attendance in Aeries and verify all absences before they convert to trancies.



The Board recognizes that it is accountable to the students, parents/guardians and community for conducting ongoing evaluation of the curriculum and educational program of the charter school. Appropriate means for continuing evaluation of the entire educational program shall be established.

The Executive Director of the charter school or designee shall review the effectiveness of the curriculum in meeting the charter school's educational program needs. The Director shall provide the Board with regular reports on student progress in reaching the charter school's educational goals, including professional development of staff. Based on these evaluations, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education delivered by the charter school.

Elements of the evaluation may include the following:

1. Observing pupil behavior that can be assessed subjectively by teachers, peers or the student himself/herself;
2. Tests, measurements and observations during or after the learning experience;
3. Comparing outcomes with objectives;
4. Reviewing student progress on students' Personalized Success Plan (PSP)
5. Comparing the charter school curriculum with the standards formulated by the State Department of Education and other federal law and regulations;
6. Assessment including the English Language Proficiency Assessments for California (ELPAC); California Assessment of Performance and Progress System (CAASPP) in ELA and Math, CAASPP California Alternate Assessments for students with IEP accommodations, and the CAST in Science. or other required assessments;
7. Student writing samples and end-of-course grades.

Each year the Executive Director of the charter school or designee shall evaluate and provide the Board with the results of the evaluation so that the Board will be able determine the extent to which the charter school has accomplished or made significant progress toward achieving its professional development and educational goals.

Adopted:

Amended:



ACCEPTANCE OF GIFTS

All Board members who receive gifts in their individual capacity must reflect such gifts in accordance with the Political Reform Act annually on their Form 700, if required.

The following gifts or donations must be accepted by the Board at a regularly scheduled Board meeting: real property, gifts of personal property and gifts of securities. The Board will not accept gifts that would result in the School losing its charter, would result in the School losing its tax-exempt status with the IRS, are not valuable enough in relation to the difficulty or expense in administration, could produce unacceptable consequences for the School or are in contravention of School's mission.

Adopted:

Amended:

ASU UNIVERSAL LEARNER COURSE AGREEMENT

This ASU UNIVERSAL LEARNER COURSE AGREEMENT (“Agreement”) dated as of July 1, 2025 (“Effective Date”) is by and between Polytechnic Academy (“ENTITY”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) (individually referred to as a “Party” and collectively as the “Parties”).

1. PURPOSE:

- 1.1. The purpose of this Agreement is to facilitate learner (“Learner”) enrollment in the ASU Universal Learner® courses at ASU (the “Program”).
- 1.2. A list of available Program courses of study (individually, a “Course” and collectively, the “Courses”) can be found at <https://ea.asu.edu/courses> (the “Online List”). ASU may update the Online List to add or remove Courses. Each updated Online List will supersede any previous Course offerings within the Program.

2. THE PROGRAM:

- 2.1. The Program will officially begin July 1, 2025 and will continue through the end of June 30, 2026 unless this Agreement is modified or terminated earlier as set forth below.
- 2.2. Learners that would like to take advantage of the Program must utilize the designated portal specific to ENTITY to enroll in the Program.
- 2.3. Learners that complete courses will only have the ability to convert grades of “C” or higher for academic credit.
- 2.4. ENTITY and ASU will work together to facilitate Learner enrollment and utilization of the Courses.
- 2.5. ENTITY and ASU agree to the following requirements:
 - 2.5.1. Learners who would like to take a Course must either utilize the designated student portal provided by ASU to enroll themselves, or the ENTITY administrator may enroll Learner utilizing the designated student information system used to manage learner enrollment and monitor learner success (“Partner Portal”) provided by ASU.
 - 2.5.2. All Learners who are learners in the Program Courses are subject to ASU's policies related to Courses.

3. PAYMENT PROVISIONS: The Program will be operated under the following payment parameters (**Choose One**):

- 3.1. Standard ULC Structure:
 - 3.1.1. Payment for Credit-Eligibility. **Please choose one:**

4. PROGRAM DETAILS

1. Which of the following supports will ENTITY provide to Learner (Check all that apply)?
 - Learners complete ULCs in classroom lab setting with staff support; X
 - Learner complete ULCs in a cohorted classroom with teacher support; X
 - Learner have access to tutoring support; X
 - Learner completes ULCs independently and are provided no extra academic support by ENTITY;
 - Other (describe):

2. How is ENTITY planning to provide credit to Learners upon completion of the ULC course (Check all that apply)?
 - Intent to provide high school credit/grade; X
 - Intent to provide certificate of completion;
 - Intent to provide no credit or certificate, Learners are taking the course solely for ASU credit
 - Other (describe):

5. ENTITY RESPONSIBILITIES:

- 5.1. ENTITY will announce the availability of the Program and communicate and promote the benefits of the Program to all of its Learners. ENTITY will provide opportunities for ASU to access the Learners for communication regarding and promotion of the Program, as appropriate.

- 5.2. ENTITY will provide copies of all communication, links, forms, and any other communication related to Universal Learner Courses within three (3) business days of publication, after prior signature as notated in Section 10.

- 5.3. ENTITY will provide ASU with the estimated projections for Learner enrollment to allow ASU to provide an improved experience for all Learner.

- 5.4. ENTITY will verify the eligibility of Learner to ASU and provide reasonable notice to ASU before the applicable academic session when such persons are no longer Learner. If a custom url link is being utilized as a learner registration method, ENTITY is responsible for verifying Learners. The custom url is not secure and will allow anyone with the custom url link to register. ENTITY is responsible for verifying Learners at least once per term, before invoices are sent out on the agreed upon schedule.

- 5.5. ENTITY will designate a liaison to work with ASU on the administrative aspects of the Program.

- 5.6. ENTITY will provide Learners support during the Program and will act as the primary point of contact for all Learners and any school enrollment, academic support, or other related matters to the Program. ENTITY will be responsible for

engaging with ASU, as may be appropriate in the circumstances, to resolve the particular matter.

5.7. ENTITY will not participate in “upselling” of courses.

5.8. ENTITY will respond to all communications in a timely manner, including but not limited to invoices, and notify ASU immediately regarding changes in contact information.

6. ASU RESPONSIBILITIES:

6.1. ASU will provide institutional guidance, academic instruction and oversight for the Program.

6.2. ASU will provide ENTITY and its Learners with access to the Program courses, including but not limited to credit conversion opportunities and ASU transcripts, when applicable.

6.3. ASU will designate a liaison to work with ENTITY on the administrative aspects of the Program.

6.4. Provided ENTITY is entitled to personally identifiable information, pursuant to Section 11 and ASU will provide ENTITY’s designated administrators a report containing individual assignment grades, current grade, and final grade.

7. TERM. This Agreement shall begin on the Effective Date and expire on June 30, 2026 (the “Term”), unless extended in writing by the Parties. The Program and Program payments due will continue for the Learners enrolled in the Program prior to the termination of this Agreement.

8. TERMINATION. Either Party, upon ninety (90) days’ written notice, may terminate this Agreement for convenience before the date of expiration, or upon thirty (30) days’ written notice for breach or default of the other Party. ASU may cancel the Program at any time for any reason. Upon termination of this Agreement or ASU’s cancellation of the Program, the Program will terminate for Learners, except the Parties will cooperate to allow those Learners who are enrolled in a course at the time termination becomes effective to complete any courses that are in progress.

9. SURVIVAL. All sections necessary to enforce or interpret them, will survive any expiration or termination of this Agreement.

10. ANNOUNCEMENTS; PROMOTION. The Parties will announce and promote the Program as part of their outreach and public relations efforts. Neither Party will issue a press release, public statement, advertisement or announcement regarding this Agreement or the Program, or use the logos or trademarks of the other Party, without the prior input and written consent, signed by an authorized signatory of the other Party. Use of either

Party's marks must comply with the owning Party's trademark standards and guidelines, including using the "®" indication of a registered trademark where applicable. ENTITY shall communicate this requirement to its employees or entities responsible for such promotions, and ensure those individuals comply with this Section 10. ENTITY identifies the following point of contact for announcements or promotions as contemplated by this Section 10:

Name _____
Position _____
Email _____
Phone _____

ENTITY acknowledgement and understanding of this Section 10:
Authorized ENTITY signatory initial, here: _____

11. PRIVACY; EDUCATIONAL RECORDS. FERPA. MINORS. The U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (“FERPA”) requires that ASU not disclose personally identifiable information (“PII”) from a Learner’s or student’s education records without written consent from the Learner or student, except as otherwise provided by law. For those circumstances under which ENTITY appropriately fills the role of a School Official as that term is defined under FERPA, ASU may designate ENTITY as a School Official and may disclose PII from education records in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). ENTITY agrees to comply with all FERPA criteria applicable to School Officials, including by remaining under ASU’s direct control with regard to the use and maintenance of the education records. In the event that ENTITY does not meet the definition of a School Official, ASU will disclose to ENTITY the appropriate PII from a Learner’s or student’s education records only upon proof, to be furnished by ENTITY or its representative that the Learner or student has consented to the disclosure. Such consent must satisfy the requirements of 34 C.F.R. § 99.30. If ENTITY violates the terms of this section, ENTITY shall immediately provide notice of the violation to ASU. ENTITY agrees to act in accordance with the requirements of FERPA, including 34 C.F.R. 99.33(a), which governs the use and re-disclosure of PII from education records, and ASU’s FERPA Policy, SSM 107-01: Release of Student Information, available at <https://www.asu.edu/aad/manuals/ssm/ssm107-01.html>.

11.1. Minors. ENTITY acknowledges, understands, and agrees that ENTITY is responsible for complying with any and all applicable laws regarding minors (under the age of 18 years old) accessing and participating in the Program, including but not limited to obtaining any necessary consents from parents or guardians of minors before granting them access to the Program.

11.2. Data Privacy Laws. Each Party shall comply with all data privacy laws, rules, and regulations applicable to it in its performance under this Agreement (collectively “Data Privacy Laws”), which may include, but is not limited to, FERPA and the General Data Protection Act (“GDPR”), and shall, upon mutual agreement of the

Parties, execute any amendments to this Agreement necessary for each of the Parties to maintain compliance with the Data Privacy Laws.

- 11.3. Personal Information.** ENTITY warrants any information relating to an identified or identifiable natural person (“Personal Information” or “PI”) that ENTITY uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the products and services subject to this Agreement will be processed in compliance with any applicable laws, regulations, and other legal requirements relating to (a) privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Information (“PI Protection Requirements”). Upon request, ENTITY will make available reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements.

ENTITY is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PI Protection Requirements. To ensure compliance with the PI Protection Requirements, ENTITY has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information (the “Policies”). ENTITY further certifies that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PI Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PI Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

- 11.4. To the extent applicable: California Consumer Privacy Act.** ENTITY warrants the products and services subject to this Agreement are not subject to the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) (“CCPA”). Following the signing of this Agreement, if any products or services subject to this Agreement become subject to the CCPA, ENTITY will immediately notify ASU and will take all actions necessary to fully comply with the CCPA, including without limitation the signing of additional data handling addendums to this Agreement.

- 12. MODIFICATION.** Modifications to this Agreement may be made by written modification, signed and dated by authorized officials, prior to any changes taking effect.
- 13. NOTICES.** All notices, requests, demands and other communications hereunder will be given in writing and will be either: (a) personally delivered or (b) sent to the Party at its addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. Additionally, a corresponding

electronic copy should be sent via email. Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. The respective addresses to be used for all such notices, demands or requests and electronic copies are as follows:

If to ENTITY:

Entity Name: Polytechnic Academy
Mailing Address: 365 4th St, Hollister, CA 95053
Attn: Nicole Prater
Title: Principal
Phone: 831 297-1883
Email: nprater@poly-academy.org
ASURITE ID:
Anticipated ULC enrollment count:

ENTITY ACCOUNT PAYABLE:

Entity Name: Polytechnic Academy
Mailing Address: 365 4th St, Hollister, CA 95053
Attn: Nicole Prater
Title: Principal
Phone: 831 297-1883
Email: nprater@poly-academy.org

If to ASU:

Arizona State University
ASU Learning Enterprise
Enterprise Strategy and Planning
P.O. Box 879508
Tempe, Arizona 85287-9508
Attn: Kimberly Merritt
Email: Kimberly.merritt@asu.edu

14. **NAMED REPRESENTATIVE.** Each Party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this Agreement. Such named liaison may be changed from time-to- time by giving the other Party written notice.
 - 14.1. **ASU.** ASU's point of contact is Kimberly Merritt, kimberly.merritt@asu.edu
 - 14.2. **ENTITY.** ENTITY's point of contact is Nicole Prater.
15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to benefit any third Party, nor shall any person who is not now or in the future a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.
16. **FORCE MAJEURE.** Neither Party shall be liable for failure to perform any obligation under this Agreement if such failure is caused directly by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control

and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, (i) natural disasters, (j) unusually severe weather; and (k) failure or disruption of utilities or critical electronic systems and (l) acts of terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility .

17. **NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
18. **CONFLICT OF INTEREST.** ASU and ENTITY's participation in this Agreement is subject to Section 38- 511 of the Arizona Revised Statutes, which provides that this Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU or ENTITY is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.
19. **NOTICE OF ARBITRATION STATUTES.** Pursuant to Arizona Revised Statutes Section 12-1518, the Parties acknowledge and agree, subject to the Arizona Board of Regents' Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.
20. **FAILURE OF LEGISLATURE TO APPROPRIATE.** If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to ENTITY and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
21. **RESPONSIBILITY.** Each Party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such Party's direction and supervision.
22. **TITLE IX:** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. ENTITY will (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any third parties in which ENTITY may use or otherwise work with ENTITY ("ENTITY Parties") and is reasonably expected to interact with ASU learners, students, or employees, in person or online; and (iii) ensure that all ENTITY Parties comply with ASU's Title IX Guidance.
23. **APPLICABLE POLICIES.** This Agreement is subject at all times to the policies of the

Arizona Board of Regents and ASU.

24. **NO WAIVER.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure of either Party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.
25. **SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person, entity or circumstances, is deemed to be invalid or unenforceable to any extent by an arbitrator or by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, will not be affected thereby and will be enforced to the greatest extent permitted by law, unless a material failure of consideration would result thereby. In addition, such provision will be reformed such that it will be applied to the greatest extent legally enforceable and the Parties hereto agree to be bound thereby.
26. **CHOICE OF LAW.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.
27. **ENTIRE AGREEMENT.** This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties have signed this agreement as of the respective dates below.

FOR:

Name: _____

Title: _____

Signature: _____

Date: _____

FOR: **Arizona Board of Regents for and on behalf of ASU:**

Name: Kimberly Merritt

Title: Vice President & Deputy

Signature: _____

Date: _____



Date: 02/07/2025
 Order Number: Q-670023
 Revision: 1
 Order Form Expiration Date: 03/31/2025

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 756010
 Customer Name: San Benito County Polytechnic Academy
 Billing Address: 790 Bolsa Road
 Hollister, CA 95023

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Courseware: Comprehensive Library - Program License	200	07/01/2025	06/30/2026	12	\$27,160.00
Customer Success Services	1	07/01/2025	06/30/2026	12	\$5,432.00
EdOptions Academy Standard	1	07/01/2025	06/30/2026	12	\$20,000.00

Subtotal: \$52,592.00

Total US Funds: \$52,592.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

You agree that applicable fees and rates identified on Appendix A will apply each time you enroll a student in one of the courses or use or access one of the products or services identified on Appendix A.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

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Date: 02/07/2025
 Order Number: Q-670023
 Revision: 1
 Order Form Expiration Date: 03/31/2025

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Invoicing and Payment Terms

The total amount in the Order Summary will be invoiced on the Effective Date.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable and you agree to submit a purchase order to us ("Initial Purchase Order") for the full amount of this Order Form within ten (10) days of the Effective Date. Your order will not be scheduled for delivery until you have submitted an Initial Purchase Order referencing and conforming to the terms of this Order Form.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

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Date: 02/07/2025
 Order Number: Q-670023
 Revision: 1
 Order Form Expiration Date: 03/31/2025

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer Signature _____

Name (Printed or Typed) _____

Title _____

Date _____

Appendix A: EdOptions Academy/ALVS Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Success Coach Advisory Course	\$325.00
EdOptions Academy Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy/ALVS Products

Applicable to the purchase of Enrollment Products:

Charges for all Enrollment Products purchased during the Term will be incurred at the prices listed in Appendix A. After your Prepayment Balance has been exhausted, charges for the purchase of Enrollment Products during the Term shall continue to be incurred at the prices listed in Appendix A.

Notwithstanding anything herein to the contrary, Prepayment Balances shall expire after 12 months of enrollment inactivity, measured from the Last Active Enrollment Date.

During the Term, Enrollment Funds may be applied to the purchase, pursuant to this Order, of any Enrollment Product.

For student enrollments during the Term in a specified Enrollment Product for which Prior Order Enrollment Funds have not been exhausted, charges for the purchase of the specified Enrollment Product shall be first drawn down from the Prior Order Enrollment Fund before charges are incurred at the

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Date: 02/07/2025
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 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

prices listed in Appendix A.

Definitions:

“Enrollment Funds” means payment received for EdOptions Academy Standard Product and Enrollment Products that have not yet been drawn down by Enrollment Product purchases made pursuant to an order.

“Enrollment Products” means those products made available for purchase listed in Appendix A of an order and additional products designated by Edmentum; inquiries regarding such additional products not listed in Appendix A may be submitted to your Edmentum representative.

“License Start Date” means, if not specified in the License Start Date table above or otherwise herein, with respect to each Enrollment Product, the first date any of your students enroll in that Enrollment Product during the Term. If you have Enrollment Funds available from a Prior Order for the same Enrollment Product, the License Start Date for the same Enrollment Product purchased pursuant to this Order shall be the date on which Enrollment Funds from the Prior Order have been exhausted.

“License End Date” if not specified in the table above, means 12 months from the License Start Date.

“Last Active Enrollment” means the most recent enrollment in an Enrollment Product purchased during the Term.

“Last Active Enrollment Date” means the date governed by the Grace Period (described in Appendix A) applicable to the Last Active Enrollment.

“Prepayment Balance” means payments made pursuant to this Order that have not yet been drawn down by Enrollment Product purchases made pursuant to this Order.

“Prior Order” means an active order for Enrollment Products having an effective date pre-dating this Order’s Effective Date.

“Term” means the 12-month period following the Effective Date. If, as of the Term end date we maintain a Prepayment Balance, the Term shall be extended through the 12th month following the Last Active Enrollment Date or the date your Prepayment Balance has been exhausted, whichever is earlier.

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

For Enrollment Products purchased pursuant to this Order Form, we provide a no charge “Grace Period” per product (“Grace Period”):

- Enrollment Product or Instructional Coaching = 14 days
- Yearly Enrollment Product = 30 days
- Monthly Enrollment Product = 3 days

College Pathways School Year, if purchased, notwithstanding the License Start Date and License End Date definitions above, allows the student access to the College Pathways product for a set 12-month school year with a start date of 8/1 and end date of 7/31.

Active Yearly per Student if purchased, notwithstanding the License Start Date and License End Date definitions above, allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

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Date: 02/07/2025
Order Number: Q-670023
Revision: 1
Order Form Expiration Date: 03/31/2025

ORDER FORM

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We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system and/or student information system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's copy of unofficial transcript.

Customer Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollments using Edmentum's secure student information system. Determine what course(s) students will take and assist administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Promptly notify us in the event that you become aware of a change in a policy, law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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HMH



Proposal #009269423
Prepared For
San Benito Cnty Polytechnic Acad

Attention:
Nicole Prater
nprater@poly-academy.org

For the Purchase of:

Read 180

Prepared By
Nick Brehm
nicholas.brehm@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Nicole Prater
nprater@poly-academy.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student					
1866600	9780358937265 Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	\$109.00	50	\$5,450.00	
Total for Student		\$5,450.00			
Teacher					
1835546	9780358740643 Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	\$299.00			1
Total for Teacher		\$0.00			
A la Carte Items Available for Purchase					
Classroom Materials					
1847500	9780358804758 Read 180 Stage C Teacher Bookshelf Includes: Read 180 Stage C Getting Started Book 1 Teaching Guide Read 180 Stage C Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage C Real Book Workshop 1 Teaching Guide Read 180 Stage C Real Book Workshop 2 Teaching Guide Read 180 Stage C Real Book Workshop 3 Teaching Guide Read 180 Stage C Real Book Workshop 4 Teaching Guide Read 180 Stage C Real Book Workshop 5 Teaching Guide Read 180 Stage C Real Book Workshop 6 Teaching Guide Read 180 Stage C Real Book Workshop 7 Teaching Guide Read 180 Stage C Real Book Workshop 8 Teaching Guide Read 180 Stage C Real Book Workshop 9 Teaching Guide Read 180 Stage C Real Book Workshop 10 Teaching Guide Read 180 Stage C Real Book Workshop 11 Teaching Guide Read 180 Stage C Real Book Workshop 12 Teaching Guide Read 180 Stage C Classroom Poster Pack Read 180 Classroom Poster Pack A-C, National	\$710.00	1	\$710.00	
1848530	9780358817246 Read 180 Stage C Independent Reading Library	\$2,995.00	1	\$2,995.00	
1798805	9780358363002 HMH Word Building Kit	\$49.95	1	\$49.95	
Student Materials					
Bundles					
1840257	9780358766452 Read 180 Stage C Real Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage C Real Book Workshop 1-3 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	\$30.00	25	\$750.00	
1843359	9780358790044 Read 180 Code Books 1-4 Student Edition Bundle for Stage C Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	\$30.00	25	\$750.00	

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Nicole Prater
nprater@poly-academy.org

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

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**Proposal for
San Benito Cnty Polytechnic Acad**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for A la Carte Items Available for Purchase		\$5,254.95			
<u>Total for -</u>		\$10,704.95			
<u>Professional Services - Read 180</u>					
Coaching					
1866772	9780358933694 Read 180 Coachly Digital License Grades 3-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00	
Total for Coaching		\$1,500.00			
Implementation Support for Read 180					
1833602	9780358732082 Getting Started: Introduction to Read 180 Live Online Grades 3-12 2 Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00	
1852471	9780358841821 Read 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	\$400.00			1
Total for Implementation Support for Read 180		\$800.00			
<u>Total for Professional Services - Read 180</u>		\$2,300.00			

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Nicole Prater
nprater@poly-academy.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$699.00
<i>Subtotal Purchase Amount:</i>	\$13,004.95
<i>Shipping & Handling:</i>	\$761.97
<i>Sales Tax:</i>	\$556.58
<hr/>	
<i>Total Cost of Proposal (PO Amount):</i>	\$14,323.50

Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Nicole Prater
 nprater@poly-academy.org

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$14,323.50

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 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: San Benito Cnty Polytechnic Acad 790 Bolsa Rd Hollister, CA 95023-9361	Sold to: San Benito Cnty Polytechnic Acad 790 Bolsa Rd Hollister, CA 95023-9361
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- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
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Date of Proposal: 2/12/2025

Proposal Expiration Date: 3/29/2025



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 Chicago, IL 60693

Attention:
 Nicole Prater
 nprater@poly-academy.org

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 FAX: 800-269-5232

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Proposal #009269424
Prepared For
San Benito Cnty Polytechnic Acad

Attention:
Nicole Prater
nprater@poly-academy.org

For the Purchase of:

Math 180

Prepared By
Nick Brehm
nicholas.brehm@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

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FAX: 800-269-5232

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Proposal for San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student					
1867368	9780358937449 Math 180 on Ed Student Digital Subscription 1 Year Includes: Math 180 on Ed Student License, 1 Year Implementation Success	\$109.00	50	\$5,450.00	
Total for Student		\$5,450.00			
Teacher					
1821211	9780358654605 Math 180 on Ed Teacher Digital Subscription 1 Year Includes: Math 180 on Ed Teacher License, 1 Year Access to Teacher's Corner	\$299.00			1
Total for Teacher		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1815176	9780358610168 MATH 180 Rates and Ratios Student mSpace	\$15.00	50	\$750.00	
1815179	9780358610199 MATH 180 Proportional and Linear Relationships Student mSpace	\$15.00	50	\$750.00	
1815182	9780358610229 MATH 180 Linear and Non-Linear Functions Student mSpace	\$15.00	50	\$750.00	
Teacher/Classroom Materials					
Classroom Packages					
1821684	9780358658566 MATH 180 Rates and Ratios Teacher Bookshelf Includes: MATH 180 Rates and Ratios mSpace Annotated Edition MATH 180 Rates and Ratios Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters	\$599.00	1	\$599.00	
1821685	9780358658573 MATH 180 Proportional and Linear Relationships Teacher Bookshelf Includes: MATH 180 Proportional and Linear Relationships mSpace Annotated Edition MATH 180 Proportional and Linear Relationships Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters	\$599.00	1	\$599.00	
1821686	9780358658580 MATH 180 Linear and Non-Linear Functions Teacher Bookshelf Includes: MATH 180 Linear and Non-Linear Functions mSpace Annotated Edition MATH 180 Linear and Non-Linear Functions Teacher Edition MATH 180 Getting Started Teacher Edition MATH 180 Classroom Posters	\$599.00	1	\$599.00	
Total for A la Carte Items Available for Purchase		\$4,047.00			

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14046 Collection Center Drive
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Attention:
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nprater@poly-academy.org

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FAX: 800-269-5232

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Proposal for
San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for -		\$9,497.00			
<u>Professional Services - Math 180</u>					
Coaching					
1866773	9780358933700 Math 180 Coachly Digital License 1 Year Grades 3-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00	
Total for Coaching		\$1,500.00			
Implementation Support for Math 180					
1821115	9780358653707 Getting Started: Introduction to Math 180 Live Online 2-Hour Grades 3-12 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00	
1852718	9780358845010 Math 180 Leader Success Live Online 1-Hour Grades 3-12 During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	\$400.00			1
Total for Implementation Support for Math 180		\$800.00			
Total for Professional Services - Math 180		\$2,300.00			

Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Nicole Prater
 nprater@poly-academy.org

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Proposal for San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$699.00
<i>Subtotal Purchase Amount:</i>	\$11,797.00
<i>Shipping & Handling:</i>	\$586.82
<i>Sales Tax:</i>	\$428.64
<hr/>	
<i>Total Cost of Proposal (PO Amount):</i>	\$12,812.46

Send **Check Payments** to:
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 Chicago, IL 60693

Attention:
 Nicole Prater
 nprater@poly-academy.org

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 orders@hnhco.com
 FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$12,812.46

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- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: San Benito Cnty Polytechnic Acad 790 Bolsa Rd Hollister, CA 95023-9361	Sold to: San Benito Cnty Polytechnic Acad 790 Bolsa Rd Hollister, CA 95023-9361
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
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Date of Proposal: 2/12/2025

Proposal Expiration Date: 3/29/2025



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 nprater@poly-academy.org

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 FAX: 800-269-5232

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Proposal #009269425
Prepared For
San Benito Cnty Polytechnic Acad

Attention:
Nicole Prater
nprater@poly-academy.org

For the Purchase of:
English 3D

Prepared By
Nick Brehm
nicholas.brehm@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
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Attention:
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nprater@poly-academy.org

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Proposal for San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student					
1833127	9780358730675 English 3D Digital Access Student Subscription 1 Year Includes: English 3D Grades K-12 Student Technology Subscription 1 Year Implementation Success	\$50.00	4	\$200.00	
Total for Student		\$200.00			
Teacher					
1833415	9780358730750 English 3D Digital Access Teacher Subscription 1 Year Includes: English 3D Grades K-12 Teacher Technology Subscription 1 Year Access to Teacher's Corner	\$150.00			1
Total for Teacher		\$0.00			
A la Carte Items Available for Purchase					
Teacher/Classroom Materials					
Course B Volume 1					
1815053	9780358609568 English 3D Course B Volume 1 Teaching Guide	\$475.00	1	\$475.00	
3027600	9780545889735 English 3D Course B Independent Reading Library (20 paperbacks in 4-copy sets) (4 boxes)	\$1,027.65	1	\$1,027.65	c
3010851	9781328007254 English 3D Course B Class Poster Pack	\$15.00	1	\$15.00	
1815048	9780358609513 English 3D Course B Volume 1 Issues Book	\$20.00	1	\$20.00	
Course B Volume 2					
1815054	9780358609575 English 3D Course B Volume 2 Teaching Guide	\$475.00	1	\$475.00	
3027600	9780545889735 English 3D Course B Independent Reading Library (20 paperbacks in 4-copy sets) (4 boxes)	\$1,027.65	1	\$1,027.65	c
3010851	9781328007254 English 3D Course B Class Poster Pack	\$15.00	1	\$15.00	
1815049	9780358609520 English 3D Course B Volume 2 Issues Book	\$20.00	1	\$20.00	
Student Materials					
Course B Volume 1					
1815043	9780358609469 English 3D Course B Volume 1 Language & Writing Portfolio	\$30.00	4	\$120.00	
1815048	9780358609513 English 3D Course B Volume 1 Issues Book	\$20.00	4	\$80.00	
Course B Volume 2					
1815044	9780358609476 English 3D Course B Volume 2 Language & Writing Portfolio	\$30.00	4	\$120.00	
1815049	9780358609520 English 3D Course B Volume 2 Issues Book	\$20.00	4	\$80.00	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for A la Carte Items Available for Purchase		\$3,475.30			
<u>Total for -</u>		\$3,675.30			
<u>Professional Services - SIS English 3D</u>					
Coaching					
1866775	9780358933724 English 3D Coachly Digital License Grades K-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00	
Total for Coaching		\$1,500.00			
Implementation Support for English 3D					
1798613	9780358470359 Getting Started: Introduction to English 3D Live Online Grades K-12 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00	
1852470	9780358841814 English 3D Leader Success Live Online Grades K-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	\$400.00			1
Total for Implementation Support for English 3D		\$800.00			
<u>Total for Professional Services - SIS English 3D</u>		\$2,300.00			

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14046 Collection Center Drive
Chicago, IL 60693

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nprater@poly-academy.org

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Proposal for
San Benito Cnty Polytechnic Acad

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$550.00
<i>Subtotal Purchase Amount:</i>	\$5,975.30
<i>Shipping & Handling:</i>	\$205.92
<i>Sales Tax:</i>	\$340.52
<hr/>	
<i>Total Cost of Proposal (PO Amount):</i>	\$6,521.74

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 Chicago, IL 60693

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 nprater@poly-academy.org

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Total Cost of Proposal (PO Amount): \$6,521.74

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Date of Proposal: 2/12/2025

Proposal Expiration Date: 10/31/2025



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Partnering with

Polytechnic Academy

Proposal

February 11, 2025



NWEA® is pleased to present the following price proposal to Polytechnic Academy. We are grateful for the opportunity to further serve your students and staff, and we look forward to collaborating with you to finalize a scope of work that considers your unique and complex needs.

Recommended Products and Services

NWEA® drives growth and delivers the insights that help students learn, teachers teach, and leaders lead. Our proven assessment solutions, customized professional learning, and industry-leading research keep you ahead of the curve as times and standards change.



map GROWTH

The purchase of a MAP assessment license includes the following features and services: standard online and interactive reports; downloadable data file reports; implementation services; technical support services; and access to NWEA Professional Learning Online.

MAP Growth

Our computer adaptive interim assessments provide precise, actionable insights that offer educators a clear view of where students are in their learning and the data to determine which supports they need to help them grow academically, whether they're working on, above, or below grade level.

Classroom teachers count on the immediate, trustworthy data in MAP® Growth™ to support instructional decision-making, whether they're scaffolding instruction, creating learning groups, or monitoring growth over time.

Building-level administrators use MAP Growth to illuminate school-wide needs across grades and subjects and then translate these insights into critical decisions that empower teachers, support students, and improve learning outcomes.

District leaders leverage reporting tools, national norms, and linking studies to set short- and long-term goals, identify and reinforce best practices, and even project proficiency on state summative, ACT, and SAT tests.

02/11/2025 www.nwea.org | Tel: 503.624.1951 | Fax: 503.639.7873 Page 2 of 8

nwea

MAP Growth assessments are scored using a consistent, cross-grade vertical scale that assesses achievement according to standards-aligned content. The RIT scale is the most stable, mature scale in the industry. Like centimeters on a ruler, it measures in equal intervals, regardless of a student's grade or performance—and it remains stable over time. This gives you an accurate measure of student performance, regardless of whether they're performing on, above, or below grade level. Scores from repeated administrations are used to measure growth over time.



MAP Growth: Available assessments and grade coverage

	Assessment Type	Mathematics	Reading	Language Usage	Science
English	Growth	K-12	K-12	2-12	2-12
	Screening				
	Skills Checklist	K-2	K-2	-	-
Spanish	Growth	K-12	K-8	-	-
	Screening				
Course specific (English only)	Growth	<ul style="list-style-type: none"> Algebra I & II Geometry Integrated Math 1, 2 & 3 	-	-	Life science
	Screening				



Test Type Purpose Approx. Length Score in Reports

Growth Measure growth, inform instruction, and assess strategy

grades 2 and above (but for more precision, use MAP Growth)
43 items/about 45-55 minutes

RIT score (subject and instructional areas, also called "goals"), shown in most reports
Also, Quantile® and Lexile® score

Screening Quickly place incoming students in

20 items/about 20 minutes

RIT score (subject level only)
Available in these reports:

Student Progress, District
Summary

Also, Lexile scores

	Checklist	teach	Percent correct, shown
Skills	Get details about a certain skill as a pre or post-test for a unit you	11–53 questions/about 8–60 minutes, based on skill	only in Screening and Skills Checklist reports

You can choose to go with the standard MAP Growth K-12 package that includes math, reading, and language usage, but many educators decide to add on the optional MAP Growth for Science package.

(Standard) MAP Growth K–12: These growth assessments in math, reading, and language usage can be administered three times per school year, along with an optional summer administration. Math and reading assessments are available in both English and Spanish.

The package includes one type of assessments for K–2 students and another type for students in grades 2–12. The K–2 assessments include features designed to engage young learners, such as practice tests, audio instruction, and a visual interface. There are also K–2 assessments that can be administered as frequently as needed, including before and after instruction or intervention. For students in upper grades—from advanced second-graders to high school students—the package includes growth tests, screening tests, and course-specific tests for high school math.

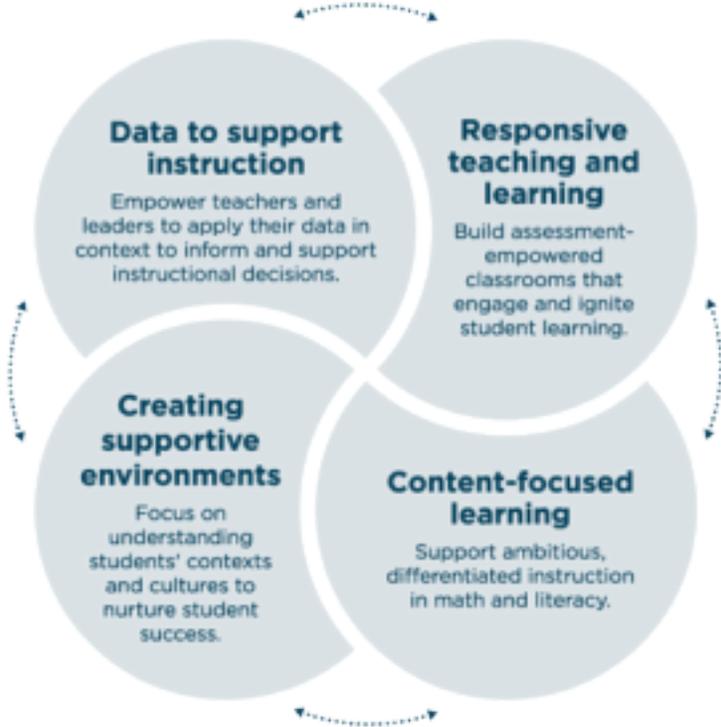
(Optional Add-on) MAP Growth for Science: Designed for students in grades 2–12, this set of growth assessments covers life science, earth and space science, and physical science. MAP Growth for Science also includes course-specific tests for high school science. MAP Growth for Science can be administered three times per school year, along with an optional summer administration.



nwea Professional Learning

Professional Learning

NWEA Professional Learning delivers high-quality online, onsite, virtual, and blended learning experiences that help educators effectively align assessment, instruction, and curriculum in order to drive measurable impacts in the classroom.



- **Foundations online:** Foundations Online Professional Learning provides a personalized, on-demand professional learning experience designed to introduce educators to the value of MAP Growth and MAP Reading Fluency, offers guidance on how to prepare students and staff for testing, and explores

key reports on using the data to improve student outcomes. Key features of this annual, subscription based training system include the introduction of customized learning paths, improved just-in-time instruction, and enhanced ease of use.

- **Data to support instruction:** Focuses on the use of NWEA assessments as part of a balanced assessment system to plan instruction, guide instructional differentiation, and help students take ownership of their learning.
- **Responsive teaching and learning:** Focuses on providing the foundations of a successful classroom assessment practice for teachers through our suites on assessment-empowered classrooms and responsive learning cycles, offering a critical grounding for educators to identify, use, and analyze assessments of all types to support day-to-day monitoring of students' learning progress.
- **Content focused professional learning:** Supports ambitious, differentiated, and equitable instruction in mathematics and literacy.
- **Creating supportive learning environments:** Focuses on providing educators tools to eliminate barriers to student success, with particular emphasis on equity empowered learning via the appropriate use of student data, culturally responsive and sustaining teaching, and learning centered on student well-being and connection (SEL) that empowers students as independent learners.
- **Learning evaluation services:** Measures the impact of professional learning on educators, school systems, and student outcomes to ensure that the unique learning needs of the district are being met.

To learn more about NWEA's Theory of Change and Professional Learning services, please visit these web pages:

<https://www.nwea.org/resource-center/resource/focusing-squarely-on-students-a-theory-of-change-for-nwea-professional-learning/>

<https://www.nwea.org/resource-center/theme/professional-learning-suite-overviews/>

All Professional Learning Sessions must be completed within 12 months of the Term start date listed in Partner's Sales Order.

Recommended for Polytechnic Academy

Polytechnic Academy- MRL Enrollment 24-25

Onsite Half-Day Workshop Surcharge	\$700.00	\$700.00	5	\$3,500.00	-\$0.00
MG: Basics for Teachers (Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MG: Student Goal Setting (Onsite,3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth Science (Add-On)	\$2.75	\$2.75	200	\$550.00	-\$0.00
MG: Basics for Leaders (Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MG: Essential Reports for Leaders(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth K-12	\$14.50	\$13.50	200	\$2,700.00	-\$200.00
MG: Essential Reports for Teachers(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00

Quote Discount -\$200.00

Quote Subtotal \$17,250.00

Estimated Tax \$0.00

Grand Total \$17,250.00

Polytechnic Academy- MRL Enrollment 25-26 3 Years

MAP Growth K-12	\$14.50	\$13.50	600	\$8,100.00	-\$600.00
Onsite Half-Day Workshop Surcharge	\$700.00	\$700.00	5	\$3,500.00	-\$0.00
MG: Basics for Teachers (Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MG: Student Goal Setting (Onsite,3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth Foundations OnlineAnnual License	\$1,100.00	\$1,100.00	1	\$1,100.00	-\$0.00
MG: Basics for Leaders	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00

(Onsite, 3-hour session, up to 35 participants)					
MG: Essential Reports for Leaders(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth Science (Add-On)	\$2.75	\$2.75	600	\$1,650.00	-\$0.00
MG: Essential Reports for Teachers(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00

Quote Discount -\$600.00

Quote Subtotal \$24,850.00

Estimated Tax \$0.00

Grand Total \$24,850.00

Polytechnic Academy- MRL Enrollment 25-26 5 Years

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MAP Growth K-12	\$14.50	\$13.50	1,000	\$13,500.00	-\$1,000.00
Onsite Half-Day Workshop Surcharge	\$700.00	\$700.00	5	\$3,500.00	-\$0.00
MG: Basics for Teachers (Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MG: Student Goal Setting (Onsite,3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth Foundations OnlineAnnual License	\$1,100.00	\$1,100.00	1	\$1,100.00	-\$0.00
MG: Basics for Leaders (Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MG: Essential Reports for Leaders(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00
MAP Growth Science (Add-On)	\$2.75	\$2.75	1,000	\$2,750.00	-\$0.00
MG: Essential Reports for Teachers(Onsite, 3-hour session, up to 35 participants)	\$2,100.00	\$2,100.00	1	\$2,100.00	-\$0.00

Quote Discount -\$1,000.00

Quote Subtotal \$31,350.00

Estimated Tax \$0.00

Grand Total \$31,350.00

Contact Information

This non-binding proposal is intended to provide an overview of NWEA® products and services and present a recommendation for Polytechnic Academy. To request a formal sales order, please contact your account representative.

Prepared

Today's
date: 02/11/2025

Prepared
by: Andrea Comer

for: Polytechnic Academy Email: andrea.comer@nwea.org Nicole Prater Phone:



394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.Artika3.com

April 7, 2025 (revised April 11, 2025)

Ms. Nicole Prater
Learning Director/Principal
San Benito County Polytechnic Academy
465 4th Street
Hollister, CA 95023

Project Name: SBCPA at Briggs Building
Project Number: TBD/C1

Dear Ms. Prater:

I am pleased to submit this proposal for limited architectural services incorporating the following terms and conditions:

Scope of the Project

The San Benito County Polytechnic Academy (Client) wishes to have Artik Art & Architecture assist them in obtaining building department approval of tenant improvements to an existing building located at 365 4th Street in Hollister, CA. The tenant space is part of a larger parking garage structure and was previously built as a satellite campus for Gavilan College. The Client wishes to provide the minimum improvements required to change the Occupancy Classification from B (college level classrooms) to E (K-12th level classrooms). The scope of work consists of:

Base Scope of Work (Use limited to 150 persons)

- All parts of the space must be brought up to current code for an E (K-12th Grade) occupancy. (Documentation is required even if no work is to be performed)
- Adding an exit door in the Hallway to close off the other tenant spaces.
- Division of Classroom 2 into two rooms with a permanent wall.

Extended Scope (For use up to 250 persons)

- Modifications to the restrooms to provide the code required number of fixtures.
- Converting one Storage Room into a SPED Office (the space is currently not served by an HVAC system).
- Other modifications as required by code.

The project will go through the City of Hollister for approval. This proposal assumes the Base Scope and Extended Scope will be permitted at the same time, although they may be constructed as separate phases.

This proposal assumes that the contract for construction will be procured through a negotiated contract with a selected general contractor. Documents produced will be sufficient for obtaining a Building Permit but not for obtaining competitive bids. A budget has not been established for the project. The project is intended to be complete by the end of summer 2025.

Scope of Professional Services – Basic Services

Artik Art & Architecture will provide, and be responsible for, the following project consultants: mechanical, plumbing, and electrical. Fire Alarm and Fire Sprinkler modifications will be deferred submittals by the General Contractor's design-build subcontractors. Any other required project consultants shall be provided by Client or by Artik Art & Architecture as an Additional Service.

Artik Art & Architecture proposes the following services to accomplish this task:

Building Department Submittal

- ◆ Meet with Client to develop a list of spaces to be accommodated in the space.
- ◆ Review available existing drawings obtained from the property owner and the building department. This proposal assumes reasonably accurate existing conditions drawings are available.
- ◆ Visit the site to visually verify existing conditions.
- ◆ Develop a preliminary layout for review. Meet with Client to review preliminary layout and receive comments for future development.
- ◆ Develop drawings and other documentation required to support application for Building Permit filed by selected General Contractor. Documentation is assumed to consist of:
 - Title Sheet with Building Information
 - Code Floor Plan and Site Plan
 - Site Plan/Demo Site Plan/Enlarged Site Plans
 - Demolition Floor Plan
 - Floor Plan
 - Door and Finish Schedules
 - Architectural Details
 - Mechanical, Electrical and Plumbing Drawings, Details and Calculations

Building Department Approval

- ◆ Receive and distribute comments from Building Department
- ◆ Respond to comments from Building Department on drawings and documentation.
- ◆ Resubmit documentation as required to obtain Building Permit.



Construction Support

- ◆ Participate in preconstruction meeting.
- ◆ Participate in regular construction meetings.
- ◆ Review and take appropriate action on submittals.
- ◆ Respond to Contractor's Requests for Information (RFI's).
- ◆ Review and comment on General Contractor's Requests for Payment. Visit site to review construction progress. A total of eight (8) such site visits during construction are included as Basic Services.
- ◆ At a time when the Contractor has stated that the project is complete, walk through project with Client. If items need to be completed or corrected, develop a punch list of items to be completed for Final Acceptance.

Optional Services

Optional Services shall be provided by Artik Art & Architecture upon written direction from Client and establishment of a mutually agreeable additional fee:

- Structural Design – Structural design, drawings, details and calculations if necessary for Building Permit Approval.
- Civil Design – Civil design, drawings, details and calculations if necessary for Building Permit Approval.

Excluded from Agreement

The following services are expressly excluded from this agreement:

- ◆ Topographic and geotechnical surveys
- ◆ Testing and inspection fees
- ◆ Plan review and permit fees for regulatory agencies

Compensation for Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee of **Sixty-Six Thousand Dollars (\$66,000)** plus authorized Reimbursable Expenses, paid in phases as follows:

	<u>Base Scope</u>	<u>Extended Scope*</u>
Building Submittal	37,800	11,800
Building Approval	4,500	1,500
Construction Support	4,200	6,200
Total Basic Services	\$46,500	\$19,500

*Assumes Extended Scope is Permitted Concurrently with Base Scope



Compensation for Optional Services

Compensation for Optional Services shall be in addition to compensation for Basic Services as follows:

Structural Design (if required)	TBD
Civil Design (if required)	TBD

Compensation for Additional Services

Additional Services shall include any service not specifically listed above and agreed to by Client and Artik Art & Architecture. Compensation for Additional Services shall be a mutually agreed upon Fixed Fee or based on the Hourly Rates listed below.

The following Hourly Rates are applicable to this contract:

Principal	\$250.00	Designer III	\$140.00
Associate	\$200.00	Designer II	\$130.00
Senior Project Manager	\$180.00	Designer I	\$120.00
Project Manager	\$170.00	Project Assistant	\$110.00
Job Captain	\$160.00	Senior Technical Lead	\$170.00

Reimbursable Expenses

Reimbursable expenses, as required and approved are in addition to compensation for Basic and Additional Services and include: project consultants not provided as part of Basic Services; transportation expenses, couriers, shipping, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Client at cost of the expenses incurred by the Architect or Architect's Consultants. No Reimbursable Expense may be incurred without the prior written consent of Client.

Invoicing

Artik Art & Architecture shall invoice monthly and payment is due upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of twelve percent (12%) per annum. Should the Client fail to pay current invoices for more than sixty (60) days, Artik Art & Architecture may stop work on the Project until payment is received or terminate this Agreement. Artik Art & Architecture shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this Agreement.



Legal Costs

If legal proceedings between the parties are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its litigation costs and expenses, including reasonable attorney's fees.

Project Timing

If the Client for more than thirty (30) consecutive days suspends the project, Artik Art & Architecture shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Artik Art & Architecture shall be due an equitable compensation to provide for expenses incurred in the interruption and resumption of the services. If the Client for more than ninety (90) consecutive days suspends the project, Artik Art & Architecture may terminate the agreement according to the provisions set forth below.

Termination

Either the Client or Artik Art & Architecture may, for any reason, terminate this Agreement upon not less than seven- (7) days written notice to the other party.

Client's Responsibilities

The Client shall provide full information, including a program, which sets forth the Client's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Client shall also furnish any reports, tests, and surveys, inspection results or other information reasonably requested by Artik Art & Architecture or its consultants to the extent currently available and in Client's possession. All of foregoing shall be furnished at the Client's expense, and Artik Art & Architecture shall be entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents

The Drawings, Specifications, and other Contract Documents, as instruments of service, are and shall remain the property of Artik Art & Architecture. They shall not be used on other projects or as the basis for drawings by others without written authorization from Artik Art & Architecture.



The Client acknowledges that the documents provided by Artik Art & Architecture under this Agreement are instruments of professional service, and not a product. Nevertheless, the documents prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to Artik Art & Architecture. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of Artik Art & Architecture, except as described below in this Agreement.

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Artik Art & Architecture harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of Artik Art & Architecture.

Artik Art & Architecture shall retain all common law, statutory and other reserved rights, including the copyright thereto, of all architectural work produced under this Agreement. Nevertheless, Artik Art & Architecture grants to Client a limited license to use or reuse the documents prepared under this Agreement upon completion of the work and payment in full of all monies due to Artik Art & Architecture. This license is not transferable or assignable and does not limit Artik Art & Architecture's use or reuse or any exercise of its rights of copyright ownership of the architectural work prepared under this Agreement.

Limit of Liability and Indemnification

Artik Art & Architecture agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Artik Art & Architecture' negligent acts, errors or omissions in the performance of professional services under this Agreement and Artik Art & Architecture' Consultants or anyone for whom Artik Art & Architecture is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Artik Art & Architecture harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors, subcontractors, consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for such other party's own negligence or willful misconduct.



Mediation

To resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Artik Art & Architecture agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Artik Art & Architecture further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Hazardous Materials

Both parties acknowledge that Artik Art & Architecture's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Artik Art & Architecture or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Artik Art & Architecture's services, Artik Art & Architecture may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the job site is in full compliance with the applicable laws and regulations.

Americans with Disabilities Act (ADA) Barrier Removal

The Americans with Disabilities Act (ADA) provides that it is a violation to design and construct a facility for its first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. In addition, the ADA requires removal of architectural barriers in existing facilities where such removal is readily achievable. The definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will be subject to various, and possibly contradictory interpretations. Artik Art & Architecture, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to your project, and to advise you as to the modifications to your existing facility that may be required to comply with the ADA.



Artik Art & Architecture, however, cannot and does not warranty or guarantee that your project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to your project.

Authorization

If this agreement meets your approval, please sign and return one of the two originals. Keep one original for your records. When we are in receipt of the signed agreement or a **“Notice to Proceed”** referencing this agreement we can begin work on your project.

Please call if you have any questions. Your business is greatly appreciated.

Sincerely,



Martin Hochroth
Principal

ACCEPTED

Client: San Benito County Polytechnic Academy

Name of authorized representative: _____

Title: _____

Signature: _____ Date: _____

